IN THE CIRCUIT COURT OF THE
7TH JUDICIAL CIRCUIT, IN AND
FOR ST. JOHNS COUNTY,
FLORIDA

GODADDY PAYMENTS, LLC
and POYNT, LLC,

Petitioners,

v.

Case No. 552024CA000768A000MX

ATLANTIC MEDIA, LLC,
ADAM JOHNSON, and
MICHELLE JOHNSON,

Respondents.
_______________________/

PETITION TO CONFIRM ARBITRATION AWARD AND FOR ENTRY OF FINAL JUDGMENT CONFIRMING ARBITRATION AWARD

Petitioners, GoDaddy Payments, LLC and Poynt, LLC (collectively, "Petitioners"), by and through their undersigned attorneys, file this Petition to Confirm Arbitration Award and for Entry of Final Judgment Confirming Arbitration Award ("Petition"), and state as follows:

1. This is a summary action brought pursuant to sections 682.12 and 682.15, Florida Statutes, for confirmation of an arbitration award entered by Arbitrator Robert R. Berk, designated in accordance with the arbitration agreements entered into between the parties, awarding $2,283,078.23 to Petitioners for damages resulting from the breach of contract, fraud, and unjust enrichment of Respondents Atlantic Media, LLC, Adam Johnson and Michelle Johnson (collectively, "Respondents").

2. On June 27, 2023, Petitioners filed a Statement of Claim with the American Arbitration Association ("Statement of Claim"). A copy of the Statement of Claim, including all Exhibits thereto, is attached hereto as Exhibit "1." The agreements that govern the dispute between

the parties and were the subject of arbitration are attached as Exhibits A, B, and C to the Statement of Claim. Specifically, Exhibit A to the Statement of Claim is the "Card Payment Services Agreement," Exhibit B to the Statement of Claim is the "Universal Terms of Service Agreement" in effect as of June 14, 2021, and Exhibit C to the Statement of Claim is the "Universal Terms of Service Agreement" in effect as of May 18, 2023.

3. On May 6, 2024, the Arbitrator signed and acknowledged a Final Award in full settlement of all claims submitted to arbitration. A true and correct copy of the Final Award is attached as Exhibit "2." Respondents consented to the Final Award, thereby accepting it as final.

4. Venue is proper in this court pursuant to section 682.19, Florida Statutes, because Respondents' residence and sole place of business is located at 452 Deer Valley Dr., Ponte Vedra, St. Johns County, Florida, 32081.

5. This Petition is brought within one year of the entry of the Final Award. The Final Award has not been vacated or modified by order of any court of competent jurisdiction and is still in full force and effect. No court of competent jurisdiction has previously been requested to confirm, vacate, or modify the Final Award upon any grounds specified under Fla. Stat. § 682.14. Further, as mentioned above, the Final Award was entered with the full agreement and consent of Respondents.

6. Attached as Exhibits "3" and "4," respectively, are a proposed order granting this Petition and a proposed final judgment.

WHEREFORE, Petitioners, GoDaddy Payments, LLC and Poynt, LLC, request that the Court enter the proposed orders confirming the Final Award and for entry of final judgment, as well as such other relief as the Court deems necessary, just and proper.

Respectfully submitted,

COZEN O'CONNOR

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Exhibit 1

ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION
PURSUANT TO CONSUMER ARBITRATION RULES

GODADDY PAYMENTS, LLC, and POYNT, LLC	:	
Claimants,	:	
v.	:	Case No. ____________
ATLANTIC MEDIA, LLC, ADAM JOHNSON, and MICHELLE JOHNSON,	:	
Respondents.	:	

CLAIMANT GODADDY PAYMENTS, LLC'S STATEMENT OF CLAIM

Claimants GoDaddy Payments, LLC ("GoDaddy Payments") and Poynt, LLC ("Poynt," and collectively "Claimants") bring the following demand that an arbitration be conducted against Respondents Atlantic Media, LLC ("Atlantic"), Adam Johnson ("Mr. Johnson"), and Michelle Johnson ("Ms. Johnson") (collectively, "Respondents"), and aver as follows:

INTRODUCTION

1. This is a breach of contract and fraud action stemming from Respondents' failure to pay Claimants for $1,807,874 in outstanding amounts owed under, among other agreements, the Card Payment Services Agreement ("Service Agreement") and the Universal Terms of Service Agreement ("UTOS"). A true and correct copy of the Service Agreement is attached hereto as Exhibit A. A true and correct copy of the archived UTOS in effect as of June 14, 2021 is attached

hereto as Exhibit B. A true and correct copy of the UTOS in effect as of May 18, 2023 is attached hereto as Exhibit C.[1]

2. Respondents' actions are part of a broader scheme to defraud Claimants and Atlantic's customers. Prior to their entry into the Service Agreement and unbeknown to Claimants, Mr. and Ms. Johnson were involved in a "bad gift card" scheme. Specifically, through an entity called Wired Media, LLC ("Wired"), Mr. and Ms. Johnson sold gift cards that purportedly contained money that individuals could use to purchase items from particular vendors, such as Dunkin Donuts. The gift cards, however, were empty, leaving the purchasers with nothing. As a result of this scheme, Wired and Mr. Johnson were subject to a judgment in New Jersey for the losses suffered as a result of the sale of the "bad cards," and they were subject to other lawsuits.

3. Mr. and Ms. Johnson then changed course. They created a new company – Atlantic – this time in Ms. Johnson's name. Using their new corporate vehicle, Mr. and Ms. Johnson continued to orchestrate a bad gift card scheme, this time using the Claimants' services, which allowed consumers to purchase gift cards through Atlantic's website. Claimants facilitated the sale of Respondents' gift cards, not knowing of Respondents' scheme, and were ultimately required to reimburse Respondents' customers for their purchases of "bad cards." Respondents have retained the proceeds of their fraudulent sales – approximately $2 million – and refused to repay Claimants, which made Respondents' customers whole and absorbed the latest blow in Respondents' scheme.

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[1] The UTOS is a living document, meaning that its content is updated directly on GoDaddy's website. However, with respect to the sections of the UTOS referenced herein, there have been no substantive changes between the versions of the UTOS in effect during the period at issue in this action. *Compare* Ex. B *with* Ex. C.

4. As set forth in more detail below, Respondents are liable for their actions under the Service Agreement and the UTOS as well as for fraud. Respondents, therefore, must be held accountable for Claimants' substantial damages, including interest and attorneys' fees.

PARTIES

5. GoDaddy Payments is a Delaware limited liability company with a principal place of business in Tempe, Arizona.

6. Poynt is a Delaware limited liability company with a principal place of business in Tempe, Arizona.

7. Claimants enable sponsored merchants to accept credit and debit card payments on the sponsored merchants' websites.

8. Claimants are represented by Thomas O'Rourke and Brian Browne of Cozen O'Connor. Claimants may be contacted through counsel, whose contact information is as follows:

Thomas O'Rourke
Brian Browne
COZEN O'CONNOR
1650 Market Street, Suite 2800
Philadelphia, PA 19103
Telephone: (215) 665-5585
tmorourke@cozen.com
bbrowne@cozen.com

9. Atlantic is a Florida limited liability company with its principal address located at 452 Deer Valley Drive, Ponte Vedra, Florida.

10. Ms. Johnson is the owner and manager of Atlantic. She resides at 452 Deer Valley Dr., Ponte Vedra, Florida 32081.

11. On information and belief, Mr. Johnson is a manager and/or officer of Atlantic. He is also the husband of Ms. Johnson. He resides at 452 Deer Valley Dr., Ponte Vedra, Florida 32081.

12. Mr. and Ms. Johnson run Atlantic out of their home.

13. On information and belief, Atlantic is undercapitalized and fails to abide by corporate formalities. Atlantic has entered into contracts and assumed liabilities it could not cover, including the contracts and liabilities at issue in this action.

14. On information and belief, Mr. and Ms. Johnson do not respect the corporate form of Atlantic and fail to recognize corporate formalities. On information and belief, Mr. and Ms. Johnson treat Atlantic's funds as their own.

15. Furthermore, as set forth herein, Mr. and Ms. Johnson have abused the corporate form and utilized Atlantic to perpetuate fraud – fraud that they personally participated in. At all relevant times, Atlantic acted through Mr. and Ms. Johnson. Accordingly, Mr. and Ms. Johnson are not entitled to the protection of the corporate form and are personally liable for the acts and omissions of Atlantic and their own personal conduct purportedly performed on behalf of Atlantic.

JURISDICTION OF AMERICAN ARBITRATION ASSOCIATION

16. On July 6, 2021, Atlantic, agreed to the UTOS, thereby binding its principals as set forth below.

17. The UTOS has a binding arbitration provision that applies to, among other things, any dispute between Respondents and Claimants relating to the parties' relationship or Claimants' services or products. It provides for arbitration either (a) conducted by telephone, (b) in a location reasonably accessible from Atlantic's principal place of business, or (c) in Maricopa County, Arizona. Maricopa County, Arizona is thus a proper venue.

18. The UTOS further provides that the arbitration will be administered by the American Arbitration Association ("AAA") and governed by the AAA Consumer Arbitration Rules.

19. Section 22(B) of the UTOS specifically provides for arbitration as follows:

> *Binding Arbitration*. You and [Claimants] … agree: (i) to arbitrate all Disputes[2] between the parties pursuant to the provisions in these Terms; (ii) these Terms memorialize a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section; and (iv) this Section shall survive termination of these Terms. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction, as limited by the Limitation of Liability set forth in Section 19 of this Agreement and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

UTOS, Ex. B at § 22(B).

20. "You" is defined broadly in the UTOS as "any individual or entity who accepts [the UTOS], has access to your account or uses the Services." *Id.* at § 1.

21. Along with Atlantic, Mr. and Ms. Johnson are also parties to the UTOS's binding arbitration provision as individuals who accepted the agreement, have access to the account, and used Claimants' services.

UNDERLYING FACTS

Mr. and Ms. Johnson use Wired to operate a gift card fraud scheme

22. In 2015, Mr. and Ms. Johnson organized Wired under Mr. Johnson's name. Wired is a predecessor and affiliate of Atlantic, which is a respondent in this case.

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[2] "Dispute" is defined broadly as "any dispute, claim, or action between you and GoDaddy [Payments] arising under or relating to any GoDaddy [Payments'] Services or Products, GoDaddy [Payments'] websites, these Terms, or any other transaction involving you and [GoDaddy Payments], whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law." UTOS, Ex. B at § 22(A).

23. On information and belief, both Mr. and Ms. Johnson were involved in the management of Wired.

24. Through Wired, Mr. and Ms. Johnson entered into a bulk seller agreement with Card Cash Exchange Inc. ("Card Cash"), in which Wired sold various merchant gift cards to Card Cash.

25. The cards were "bad cards," however, meaning that the gift cards contained no money or included less money than Mr. and Ms. Johnson and Wired had represented to Card Cash.

26. On information and belief, after Card Cash recognized the fraud, Mr. Johnson then attempted to use a fake driver's license to open a second account with Card Cash.

27. As a result of Mr. and Ms. Johnson's and Wired's fraudulent conduct, Card Cash sued, and a judgment was entered against Mr. Johnson and Wired in New Jersey in March 2018.

28. After the judgment was entered, Mr. Johnson personally paid the judgment in full in recognition of his liability for Wired's fraudulent scheme.

29. Wired and Mr. Johnson faced various other lawsuits between 2018 and 2019. In December 2018, Ameris Bank sued Wired and Mr. Johnson in Florida for defaulting on a commercial loan. A judgment was entered against Wired and Mr. Johnson in February 2019 for $295,122.67.

30. In December 2018, Small Business Financial Solutions LLC sued Wired and Mr. Johnson in Maryland for defaulting on a commercial loan. A judgment was entered against Wired and Mr. Johnson in April 2019 for $58,663.16.

31. Claimants had no knowledge of Respondents' connection to Wired, nor to the forgoing fraudulent schemes, until well after Claimants' dispute with Respondents arose.

Mr. and Ms. Johnson create Atlantic Media, LLC to continue the fraudulent gift card scheme using Claimants' Services

32. Faced with various judgments against Mr. Johnson and Wired, Mr. and Ms. Johnson decided to use Ms. Johnson's name to start a new company to perpetuate the bad gift card scheme. Atlantic was thus founded in July 2019 solely under Ms. Johnson's name. Mr. Johnson operates as an officer, manager, and/or de facto owner of Atlantic.

33. Atlantic was purportedly created to, *inter alia*, sell gift cards to customers online.

34. On September 21, 2020, Atlantic, through Ms. Johnson, and in conjunction with Mr. Johnson, submitted a Sponsored Merchant Application for Atlantic to use Claimants' payment facilitation services. As part of the Sponsored Merchant Application, Atlantic was prompted to identify, *inter alia*, its area of business, its owners, and its controlling officers.

35. The Respondents misrepresented the legitimacy of Atlantic's business and Atlantic's ownership in the Sponsored Merchant Application by representing that it provides legitimate business services and by omitting Mr. Johnson's involvement with the company.

36. Again, Claimants did not know of Respondents' connection to Wired or Respondents' fraudulent "bad card" schemes when Respondents submitted their application to Claimants.

37. In connection with submitting the application, Respondents were also required to agree, and did agree to the Service Agreement before using Claimants' services. Accordingly, Respondents adopted all the representations made within those agreements.

38. Claimants, unaware of Atlantic's affiliation with Wired and Mr. and Ms. Johnson's prior fraudulent schemes, entered into the Service Agreement with Atlantic.

39. The Service Agreement governs Atlantic's use of Claimants' services, which permit Atlantic to receive credit and debit card payments on its website.

40. Atlantic provided the following express representations and warranties in connection with the Service Agreement:

> At the time of signing the Sponsored Merchant Application, and each time you submit a Transaction, you agree with, and represent and warrant to [Claimants] that: … (c) each statement you and/or your principals made on the Sponsored Merchant Application is and remains true …; (e) the Transaction is legal and genuine, was conducted in accordance with this Agreement, and arises from a bona fide sale of goods and/or services by you …; (f) … the goods have been shipped and/or delivered and/or the services performed; (g) … the Transaction represents a valid obligation for the amount submitted and does not involve the use of the Card for any other purpose; (h) the Transaction is not one that you know or should have known to be fraudulent, … or that is otherwise unlawful or impermissible under this Agreement, Applicable Law or the Operating Rules; (i) all information and data you provided in connection with the Transaction is true, correct, and accurate; … (j) you have taken reasonable steps to ensure the validity of the Card …; (p) you have the legal right to sell the goods and/or services purchased by Cardholder via the Transaction and are providing, and will continue to provide, high-quality customer service to the Cardholder with respect to such goods and/or services; … [and] (t) you are responsible and financially liable for any dispute or customer service-related issue with a Cardholder, for each Transaction submitted to us, and/or for any disputed Transaction or credit[.]

Service Agreement, Ex. A at § 4.1.

41. Respondents also provided the following express representations and warranties when agreeing to the UTOS:

> You represent and warrant to GoDaddy [Payments] that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete.

UTOS, Ex. B at § 4.

42. The Respondents' representations made in the Sponsored Merchant Application, the Service Agreement, and the UTOS regarding the legitimacy of Atlantic's business were material to Claimants. Claimants had no knowledge of Respondents' connection with Wired or

Respondents' prior fraudulent schemes. Claimants reasonably relied upon Respondents' representations in entering into the Service Agreement and UTOS and agreeing to provide their services to Respondents on an ongoing basis during the term of the parties' relationship.

43. Claimants act as payment facilitators between their Sponsored Merchants (such as Atlantic) and Cardholders (*i.e.*, purchasers of products or services sold on the Sponsored Merchant's website who use a credit or debit card for payment).

44. When a purchase (*i.e.*, a "Transaction") is made on a Sponsored Merchant's website, Claimants process the Transaction (through a partner payment processor and/or bank), pay the Sponsored Merchant, and are reimbursed by the Cardholder's financial institution.

45. But when there is an issue with the Transaction (*e.g.*, when the Transaction is made fraudulently), the Cardholder's financial institution can either: (1) charge Claimants for the amount that the Cardholder's financial institution reimbursed Claimants in connection with the Transaction; or (2) decline to reimburse Claimants for payments processed by Claimants in connection with the Transaction. This is referred to as a "Chargeback."

46. A Chargeback is a reversal of a Transaction (such as for fraud), generally resulting in a demand from the Cardholder's financial institution to Claimants for repayment, or otherwise a refusal to reimburse Claimants for proceeds paid to a Sponsored Merchant.

47. In the event of a Chargeback, Claimants must pay the financial institution for the Chargeback amount and/or invoice the vendor for the Chargeback amount.

48. The Service Agreement requires Atlantic to promptly pay Claimants for amounts owed under the Service Agreement, including, but not limited to, Chargebacks, which, again, include reversals of any Transaction for any reason.

49. Section 13.2 of the Service Agreement provides in relevant part:

> You are responsible for fines and indemnified losses charged by or payable to third parties (including … any Payment Network [e.g. credit card companies or banks]), in either case related to or associated with your use of the Payment Services, your Transactions, and/or your processing activity. [Claimants] may at any time, with or without notice, may collect such amounts (i) pursuant to an invoice we deliver to you; [and/or] (ii) by demanding immediate payment … .

Service Agreement, Ex. A at § 13.2.

50. Atlantic is similarly obligated to "immediately pay[] all Chargebacks and any and all fees, charges, and liability assessments related to Chargeback(s) associated with your Transactions." Service Agreement, Ex. A at § 15.

51. Atlantic also had the exclusive responsibility to timely dispute or respond to any Chargeback, including, for example, when a Chargeback was made in error or otherwise inappropriate. *Id.*

52. Beginning in the summer of 2022, numerous Chargebacks suddenly and unexpectedly occurred in connection with Transactions involving Atlantic's use of Claimants services pursuant to the Service Agreement.

53. Namely, Atlantic and Mr. and Ms. Johnson, unbeknown to Claimants, had continued their gift-card fraud scheme by selling bad gift cards to Cardholders via Atlantic's website.

54. Cardholders had purchased the cards largely between April and June 2022. When the Cardholders realized the cards were fraudulent, they disputed the transactions with their financial institutions, which resulted in Chargebacks that Claimants were required to cover.

55. These Chargebacks occurred in quick succession over several weeks, with 366 occurring between June 21 and July 15, which were valued at $491,112.

56. On July 15, 2022, when Claimants recognized the issue, they immediately shut down their services to Atlantic. But Chargebacks continued to occur in connection with other Transactions made from April through July 15, 2022.

57. As a result of Atlantic's fraudulent scheme, Claimants incurred approximately $2 million in losses from over 1,600 Chargebacks.

58. Claimants promptly requested payment from Atlantic for the amounts due for Chargebacks.

59. Mr. Johnson, using atlanticmediaco@gmail.com, an email address identified with Ms. Johnson as well, responded to Claimants' requests for payment of the outstanding balance.

60. Despite Claimants' repeated requests for payment from Atlantic, Mr. and Ms. Johnson regularly engaged in delay tactics to avoid paying the Chargebacks. Mr. Johnson also provided personal credit card information to make partial payments on behalf of Atlantic, but his card was regularly declined.

61. Neither Mr. nor Ms. Johnson disclosed to Claimants that Atlantic was running a fraudulent gift card scheme, which was causing the significant Chargebacks. They, rather, feigned ignorance and suggested that the Chargebacks were not justified. They, however, never challenged a Chargeback or otherwise took any action to alleviate the harm caused to Claimants.

62. Neither Mr. nor Ms. Johnson disclosed that they had no intention of paying the Chargebacks, and continued to suggest to Claimants that the payments would be made. They even agreed to a payment plan in November 2022, after Claimants made additional demands for payment in the fall of 2022, in recognition that Respondents owed Claimants the entirety of the amount at issue.

63. Although Respondents recognized that they were responsible to satisfy their payment obligations and made certain payments towards the outstanding balance, they failed to fully satisfy their obligations under the Service Agreement. To date, $1,807,874 remains outstanding, plus interest and fees that continue to accrue.

64. The Service Agreement further provides for interest for late payments as follows:

> If you do not pay an amount payable to [Claimants] … when due, such amount will accrue interest at the lesser of 1.5% per month or the highest amount permitted by Applicable Law.

Service Agreement, Ex. A at § 13.2

65. The Service Agreement further provides for recovery of attorneys' fees in connection with an enforcement proceeding as follows:

> You agree to reimburse [Claimants] for all attorneys' fees and/or other costs incurred by us in enforcing any provision of this Agreement against you, or in obtaining any sums due under this Agreement from you, regardless of whether those fees in connection with a court proceeding, private dispute resolution, and/or outside a formal dispute resolution proceeding.

Id. at § 16.2.

66. As a result, in addition to all outstanding amounts due for Chargebacks, Respondents are responsible for, *inter alia*, all applicable interest on the amount owed and any attorneys' fees, costs, and/or expenses incurred by Claimants in connection with this dispute.

67. In addition, Respondents failed to indemnify Claimants for their losses from the Chargebacks as required under the UTOS.

68. The UTOS indemnity provision states:

> You agree to protect, defend, indemnify and hold harmless [Claimants] … from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by [Claimants] directly or indirectly arising from

> (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right.

UTOS, Ex. B at § 20.

69. In connection with the UTOS, Respondents also agreed to the General Rules of Conduct, which provides "You will not use … [Claimants'] Services in a manner (as determined by [Claimants] in [their] sole and absolute discretion) that: Is illegal, or promotes or encourages illegal activity; [and] … You will not perform any false, abusive or fraudulent activity[.]" *Id.* § 5(iii).

70. On December 15, 2022, Claimants made a Final Demand for Payment. A true and correct copy of the December 15, 2022 Final Demand is attached hereto as Exhibit D.

71. Respondents have not meaningfully responded to the' Final Demand for Payment. They also failed to provide any payment towards the outstanding balance.

72. As of May 12, 2023, Atlantic owes in excess of $1,807,874 in outstanding amounts to Claimants under the Service Agreement and UTOS.

73. Since May 12, 2023, the amounts owed to Claimants as a result of Respondents' failure to pay the Chargebacks has continued (and will continue) to accrue interest, and the amounts owed will continue to increase until Respondents make payment as required under the Service Agreement.

74. Furthermore, Claimants are entitled to any attorneys' fees and costs expended in pursuing damages under the Service Agreement and UTOS.

CAUSES OF ACTION

COUNT I

Breach of Contract (Against All Respondents)

75. The preceding paragraphs are hereby incorporated by reference as though fully set forth herein.

76. Mr. and Ms. Johnson submitted a Sponsored Merchant Application to Claimants on behalf of Atlantic to use Claimants' services.

77. Claimants, not knowing of Respondents' connection to Wired or Respondents' prior fraudulent schemes, approved the application. Atlantic, through Mr. and Ms. Johnson, entered into the Service Agreement, a binding contract that remains in full force and effect, with Claimants, on September 21, 2020.

78. Claimants performed their obligations as payment facilitators as required by the Service Agreement.

79. Atlantic has breached its contractual obligations to Claimants by failing to comply with its payment obligations under, *inter alia*, Sections 13.2 and 15 of the Service Agreement.

80. Atlantic failed to promptly pay Claimants after multiple demands for payment were made through the fall of 2022, and Atlantic failed to pay after Claimants made a final demand in December 2022. Each such failure constitutes a separate independent breach under the Service Agreement.

81. Mr. and Ms. Johnson are individually responsible for Atlantic's breach because Atlantic is simply an alter ego for them. Mr. and Ms. Johnson are not entitled to the protection of the corporate form, which was disregarded and used to perpetuate fraud, as set forth herein. Atlantic, upon information and belief, was habitually and dangerously undercapitalized and failed to abide by corporate formalities. Mr. and Ms. Johnson have also attempted to use personal

proceeds and credit cards to cover for the substantial liabilities they incurred using Atlantic as a vehicle to defraud customers and Claimants.

82. Claimants have been and will continue to be monetarily damaged as a direct and proximate result of Respondents' breach of the Service Agreement, in excess of $1,807,874, as this amount has and will continue to increase.

83. Respondents are also responsible for any and all costs and expenses incurred by Claimants as a result of this action, including but not limited to its attorneys' fees.

COUNT II

Breach of Contract (Against All Respondents)

84. The preceding paragraphs are hereby incorporated by reference as though fully set forth herein.

85. The UTOS is a valid, binding contract between Claimants and Atlantic, and it remains in full force and effect.

86. Claimants had no knowledge of Respondents' connection to Wired or their prior fraudulent schemes when Respondents agreed to the UTOS.

87. Claimants performed their obligations under the UTOS.

88. Atlantic, however, breached its contractual obligations to Claimants by failing to indemnify Claimants for the Chargebacks.

89. Atlantic also breached its contractual obligations to Claimants by engaging in fraudulent, illegal activity.

90. Mr. and Ms. Johnson are individually responsible for Atlantic's breach because Atlantic is simply an alter ego for them. Mr. and Ms. Johnson are not entitled to the protection of the corporate form, which was disregarded and used to perpetuate fraud, as set forth herein. Atlantic, upon information and belief, was habitually and dangerously undercapitalized and failed

to abide by corporate formalities. Mr. and Ms. Johnson have also attempted to use personal proceeds and credit cards to cover for the substantial liabilities they incurred using Atlantic as a vehicle to defraud customers and Claimants.

91. Claimants have been and will continue to be monetarily damaged as a direct and proximate result of Respondents' breach of the UTOS, in excess of $1,807,874 as this amount has and will continue to increase.

92. Respondents are also responsible for any and all costs and expenses incurred by Claimants as a result of this action, including but not limited its attorneys' fees.

COUNT III
Fraud (Against All Respondents)

93. The preceding paragraphs are hereby incorporated by reference as though fully set forth herein.

94. Respondents knowingly and falsely represented the legitimacy of their business when submitting the Sponsored Merchant Application to Claimants and perpetuated their misrepresentations throughout the parties' relationship.

95. Respondents made such misrepresentations with the intent to defraud Claimants, and to use Claimants' services to perpetrate a fraudulent gift card scheme.

96. Respondents also made express misrepresentations to Claimants when agreeing to the Service Agreement and each time Respondents submitted a Transaction, including:

a. the Sponsored Merchant Application is true;

b. Atlantic's Transactions are legal and genuine, were conducted in accordance with this Agreement, and arise from a bona fide sale of goods and/or services;

c. Atlantic shipped or delivered the purchased goods or performed the services, including, but not limited to, providing customers with gift cards that were valid and included the amount of money that the customer expected;

d. Transaction represents a valid obligation for the amount submitted and does not involve the use of the Card for any other purpose;

e. the Transaction is not one that Respondents knew or should have known to be fraudulent, impermissible under the Service Agreement, or otherwise unlawful;

f. all information and data Respondents provided in connection with the Transaction is accurate;

g. Atlantic has taken reasonable steps to ensure the validity of the Card;

h. Respondents have the legal right to sell the goods purchased by the Cardholder via the Transaction; and

i. Respondents are responsible and financially liable for any dispute with a Cardholder, for each Transaction submitted to Claimants, and/or for any disputed Transaction or credit.

97. Respondents also made express misrepresentations when agreeing to the UTOS, including:

a. all information submitted to GoDaddy when creating Respondents' account is accurate, current, and complete; and

b. Respondents will keep their account information accurate, current and complete.

98. At all relevant times, Claimants had no knowledge of Respondents' connection to Wired or the prior fraudulent schemes.

99. Mr. and Ms. Johnson personally participated in the fraudulent inducement by, *inter alia*, submitting the fraudulent Sponsored Merchant Application, failing to disclose their history of running a fraudulent gift card scheme, misrepresenting the legitimacy of their business to Claimants, misrepresenting the ownership of Atlantic, running a fraudulent gift card scheme using their website, and failing to disclose their fraudulent scheme to Claimants.

100. Respondents then knowingly and falsely concealed their fraudulent gift card scheme from Claimants. They entered into the UTOS and Services Agreement knowing that they

were going to utilize Claimants' services to facilitate fraudulent gift card transactions. They intended to keep the proceeds from the fraudulent scheme – which Claimants provided to Respondents in reliance upon Respondents' representations regarding the legitimacy of each Transaction – knowing that each Transaction was fraudulent and would cause Claimants harm. Respondents never had any intention of repaying the amounts subject to the Chargebacks at issue in this case.

101. Respondents also used delay tactics to further their scheme, such as agreeing to a payment plan with no intention of actually paying for the Chargebacks and providing incorrect payment information to Claimants. All of these actions were taken to conceal their fraud and potentially avoid liability for their actions.

102. Claimants, unaware of Respondents' fraudulent intentions, or their connection with Wired, reasonably and justifiably relied on Respondents' misrepresentations.

103. Respondents' fraud reveals a pattern of misconduct perpetrated over years, beginning as early as 2015, when Mr. and Ms. Johnson used Wired to commit a similar fraudulent scheme. That pattern continued through Mr. and Ms. Johnson's control of Atlantic, in which they continued selling bad gift cards, and misrepresented the Transactions' legitimacy to Claimants.

104. Respondents were conscious of, and deliberately disregarded, the harm to Claimants by selling the bad gift cards and causing excessive Chargebacks to accrue, without ever having any intention of covering for the losses they caused to Claimants. They concealed their actions and feigned ignorance regarding the basis for the Chargebacks and the issues associated with the "bad cards" to avoid detection and retain the ill-gotten proceeds from their fraudulent scheme.

105. As a direct result of Respondents' fraudulent actions, Claimants have suffered substantial damages, which continue to accrue. Respondents are liable for these damages.

106. Given the intentional and wrongful nature of the actions at issue, punitive damages are warranted to, *inter alia*, deter this kind of wrongful conduct and prevent other unsuspecting victims from being harmed by Respondents or others involved in similar schemes.

COUNT IV
Unjust Enrichment (Against All Respondents)

107. The preceding paragraphs are hereby incorporated by reference as though fully set forth herein.

108. Claimants have conferred a benefit on Respondents by processing Transactions from Cardholders on Respondents' website, and making payments in excess of over $1,807,874 to Respondents.

109. At that time, Claimants had no knowledge of Respondents' connection to Wired or their fraudulent gift card schemes.

110. Although Claimants were supposed to be reimbursed by the Cardholders' financial institutions for such payments, the Transactions were reversed when Respondents' fraud was discovered by the Cardholders and/or their financial institutions.

111. Claimants were either charged back for reimbursements already made, or Claimants were not reimbursed for the payments it made to Respondents.

112. As a result of the Chargebacks, the over $1.8 million benefit that Claimants conferred upon Respondents came at great expense to Claimants.

113. It would be unjust to permit Respondents to retain the over $1.8 million benefit, which was procured by Respondents' fraudulent conduct.

114. Claimants are thus entitled to damages exceeding $1,807,874 from the unjust enrichment conferred upon Respondents.

Prayer for Relief

WHEREFORE, Claimants respectfully request that the Arbitrator:

A. Enter an award for damages directly and proximately resulting from Respondents' breach of their contractual obligations, including but not limited to, all amounts due and owing to Claimants;

B. Enter an award of damages directly and proximately resulting from Respondents' fraudulent actions;

C. Enter an award for interest, costs of arbitration, and reasonable attorneys' fees to Claimants;

D. Enter an award for punitive damages; and

E. Grant such other relief as may be deemed just and appropriate.

By its attorneys,

/s/ Thomas M. O'Rourke
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Attorney for Claimants GoDaddy Payments, LLC and Poynt, LLC

June 27, 2023

EXHIBIT A

CARD PAYMENT SERVICES AGREEMENT

TERMS AND CONDITIONS

This Agreement contains or incorporates a limitation of liability and an arbitration clause.

Thank you for selecting Poynt, LLC and GoDaddy Payments, LLC ("**Poynt**", "**we**", "**us**", or "**or"**) to act as payment facilitator to the person, legal entity, or organization ("**you**", "**your**", or "**Sponsored Merchant**") identified on the application that you completed and signed (including by electronic signature or otherwise electronically indicating acceptance of the terms) and that we accepted (the "**Sponsored Merchant Application**"), either by signing this Agreement (defined below) or by providing Payment Services (defined below).

The terms and conditions of this Card Payment Services Agreement, along with the attached addenda, any other agreed upon addenda (each an "**Addendum**" and collectively, "**Addenda**"), and the Sponsored Merchant Application (collectively and as amended, this "**Agreement**"), will govern the relationship between you and us (including all aspects of the Payments Services).

That relationship will also be governed by the terms located at www.poynt.com (or any other website that we may specify from time to time), including all terms accessible by clicking the "Privacy", "Terms", "Legal" and/or "Batteries" links accessible via such website (collectively, the "**Terms**"). As a result, each reference to "this Agreement" is deemed to include a reference to the Terms.

1. Payment Services and Background Information

We are entering into this Agreement with you so that you may accept certain Cards (defined below) from a person or entity to whom a Card is issued or who is authorized to use a Card (a "**Cardholder**"). In our role as your payment facilitator, we agree to (or to direct our agents, contractors, or designated representatives to) provide you with the services (the "**Payment Services**") we view as necessary for the authorization, processing, and settling of transactions ("**Transactions**") between you and a Cardholder in which a Cardholder uses a Card to purchase your goods or services and that results in activity on the Cardholder's account. However, our providing the Payment Services is subject to the terms of this Agreement, all applicable federal, state, and local laws, statutes, ordinances, case law, regulations, and regulatory guidance (collectively, "**Applicable Law**"), and the Operating Rules (defined below). You agree to abide by, and to use the Payment Services in strict compliance with, Applicable Law, the Security Standards (defined below), and the Operating Rules.

To serve as your payment facilitator, you understand that we had to enter into agreements with Elavon Inc. ("**Processor**") and U.S. Bank, N.A. ("**Bank**"). When we say "**Acquirer**" in this Agreement, it means us, Processor, and/or Bank, any of which may exercise rights belonging to Acquirer hereunder. You agree that we may, without amending this Agreement, from time to time contract with another payment processor to provide payment processing functionality and to serve as "Processor" hereunder or another financial institution to provide sponsorship with the Payment Networks and to serve as "Bank" hereunder. We discuss our agreements with Processor and/or Bank (all such agreements, the "**Processing Agreements**") in more detail below.

When we refer to a "**Card**" in this Agreement, it means an account (or evidence of an account) that you accept as payment for a good or service that you provide, which account (or evidence thereof) is authorized and established between a Cardholder and one of the following: (a) American Express Travel Related Services Company, Inc. and its successors or assigns ("**American Express**"), (b) Discover Financial Services, LLC and its successors or assigns ("**Discover**"), (c) Mastercard International Incorporated or its successors or assigns ("**Mastercard**"), (d) Visa Inc. and its successors or assigns ("**Visa**"), (e) and any card network issuing credit or debit cards, and, for purposes hereof, the Payment Card Industry Security Standards Council (the parties in (a)-(e), collectively, the "**Payment Networks**"), or (f) representatives or members of a Payment Network.

2. Operating Rules and Related Obligations

This Agreement is subject to all of the Payment Networks' respective rules, bylaws, programs, and regulations, as the same are amended from time to time, including, without limitation, the provisions thereof governing and/or otherwise applicable to “Merchants,” “Sponsored Merchants,” and/or “Submerchants” (collectively, the “**Operating Rules**”). The Payment Networks have the right to enforce the Operating Rules. Some of the Operating Rules for Visa and Mastercard are presently available online at usa.visa.com and www.mastercard.us, respectively. Without limiting the foregoing:

2.1. You may not take any action that could interfere with, or prevent the exercise of, action by any Payment Networks to (a) enforce any of the Operating Rules, (b) prohibit you and/or us from engaging in any activity such Payment Network deems could injure or create a risk of injury to the Payment Networks, Processor and/or their respective affiliates, including reputational injury, or that could adversely affect such Payment Network or the confidential information thereof.

2.2. If you process, or expect to process, more than $1,000,000 in Mastercard Transactions per year or $100,000 in Visa or Discover Transactions per year (in each case or such other amount identified in the Operating Rules), you shall immediately inform us and shall, upon Acquirer’s request, enter into a separate agreement or addendum with Processor and Bank, in a form satisfactory to Acquirer, as required by the Operating Rules and/or the Processing Agreements. If you fail to enter into such separate agreement or addendum, Acquirer may immediately terminate this Agreement, with or without notice.

2.3. Subject to Applicable Law and the Operating Rules, you agree to accept all categories of Visa and Mastercard Cards unless you told us on the Sponsored Merchant Application of your election to limit such acceptance. Any limitations on acceptance must comply with Applicable Law and the Operating Rules. You may not engage in, and shall maintain a policy against engaging in,any practice that discriminates against or discourages the use of any Card in favor of another Card.

2.4. Except to the extent permitted by Applicable Law, the Operating Rules and us, you may not (a) apply an additional charge for accepting Cards as an alternative to other payment methods (referred to at times as a “surcharge”); or (b) set minimum or maximum transaction amounts.

2.5. You must prominently display and disclose to Cardholders at all times (a) your name; and (b) your physical address.

2.6. You must maintain a written refund policy and must disclose such policy to us and your customers (including customers making purchases online by displaying such policy on your website) consistent with Applicable Law and the Operating Rules. Any proposed changes to the refund policy must be submitted to us at least thirty (30) days prior to making such change. The amount of any refund may not exceed the original Transaction except to the extent you agree to reimburse a Cardholder for return shipping.

2.7. Subject to Applicable Law, the Operating Rules, and the Security Standards, you agree to preserve receipts, credit vouchers, and other written evidence related to Transactions for not less than two (2) years following such Transaction and to provide such records to Acquirer upon request from time to time.

3. Processing Agreements

This Agreement is also subject to the terms of each of the Processing Agreements. Without limiting the foregoing, this Agreement does not, and may not, restrict or interfere with the right of with the right of Processor and/or Bank to terminate this Agreement at any time and/or our right to terminate this Agreement at any time as required by the Processing Agreements. All obligations in or under any of the Processing Agreements that are intended to apply to you (including, without limitation, any obligations of a merchant and/or sponsored merchant thereunder) are hereby incorporated into this Agreement and shall apply to you and be your obligations as well. Notwithstanding anything herein to the contrary, you are not a third-party beneficiary of, have no rights under, and may not bring any claim against Processor and/or Bank relating to, any of the Processing Agreements

4. Additional Representations and Responsibilities Applicable to You

4.1. At the time of signing the Sponsored Merchant Application, and each time you submit a Transaction, you agree with, and represent and warrant to, us, Processor, and Bank that: (a) the person signing the Sponsored Merchant Application has full legal power and authority to enter into this Agreement; (b) you meet the definition of, and have satisfied the requirements applicable to, “Merchants” (taking into account the fact that you are authorized to accept Cards pursuant to this Agreement rather than a merchant agreement), “Sponsored Merchants”, and/or “Submerchants” under the Operating Rules; (c) each statement you and/or your principals made on the Sponsored Merchant Application is and remains true, except as has been disclosed in writing to, and approved by, us; (d) your principal place of business in, is located in, and you have been formed (if you are an entity or organization) under the laws of, the United States; (e) the Transaction is legal and genuine, was conducted in accordance with this Agreement, and arises from a bona fide sale of goods and/or services by you in the United States for which, to the extent required by the Operating Rules, authorization was obtained; (f) except as otherwise permitted by the Operating Rules, the goods have been shipped and/or delivered and/or the services performed; (g) and the Transaction represents a valid obligation for the amount submitted and does not involve the use of the Card for any other purpose; (h) the Transaction is not one that you know or should have known to be fraudulent, unauthorized, the product of collusion between the Cardholder and you, or that is otherwise unlawful or impermissible under this Agreement, Applicable Law or the Operating Rules; (i) all information and data you provided in connection with the Transaction is true, correct, and accurate; (j) you have taken reasonable steps to ensure the validity of the Card and the identity of the Cardholder; (k) the Transaction is not subject to liens, encumbrances, disputes, set-off, and/or counterclaim; (l) the Transaction has not been previously submitted for processing (except as the same may be permitted under the Operating Rules); (m) you have not disbursed or advanced any cash or quasi cash (including, without limitation, gaming chips or money orders) to the Cardholder in connection with the Transaction; (n) the Transaction is not a refinancing or transfer of an existing Cardholder obligation that is deemed to be uncollectible; (o) the Transaction does not arise from the dishonor of a Cardholder's personal check; (p) you have the legal right to sell the goods and/or services purchased by Cardholder via the Transaction and are providing, and will continue to provide, high-quality customer service to the Cardholder with respect to such goods and/or services; (q) you have included your "doing business as" name, country location (which name and country is the same as you disclose to Cardholders in connection with a Transaction), the appropriate category code/Card acceptor business code ("**MCC**"), and your unique merchant identification number ("**MID**") in the authorization request/message and clearing record/message for such Transaction; (r) you are not conducting a business that may be classified under any of the merchant types set forth on Addendum A and have correctly identified for us the MCC that most closely reflects your primary business in accordance with applicable MCC guidance from the Payment Networks; (s) you have made no representation or agreement for the issuance of refunds except as stated in your refund policy; (t) you are responsible and financially liable for any dispute or customer service-related issue with a Cardholder, for each Transaction submitted to us, and/or for any disputed Transaction or credit; (u) you have made clear to each Cardholder that you are responsible for the Transaction (including the delivery of goods or provision and/or services that are the subject of the Transaction), customer service and/or dispute resolution related thereto; (v) you are not an internet pharmacy, an internet pharmacy referral site, and/or an outbound telemarketer; (w) you have not had a contract to accept Transactions terminated at the direction of a Payment Network or governmental authority; (x) we have the right to set your Card acceptance policies; (y) any Transaction submitted to us to credit a Cardholder's account represents a refund for a Transaction previously submitted to us.

4.2. We reserve the right to refuse to process any Transaction if we believe it has been submitted in violation of this Agreement, Applicable Law and/or the Operating Rules, may be uncollectible from the Cardholder, and/or is likely to result in a reversal of such Transaction pursuant to the Operating Rules for any reason (a "**Chargeback**").

5. Term; Termination

5.1. This Agreement goes into effect for a one (1) year term (the "Initial Term") commencing on the date this Agreement is accepted by Acquirer, whether by signature or by the processing of presented Transactions. This Agreement automatically renews for successive one year periods (each a "Renewal Term") unless we provide you or you provide us with notice at least thirty (30) days prior to the end of the applicable term. If you present, and we elect to process, Transactions beyond the conclusion of the Initial Term or any Renewal Term, then this Agreement will continue to govern such processing activity.

5.2. You or we may terminate this Agreement any time by giving at least thirty (30) days' notice to the non-terminating party. If you terminate the agreement, you are responsible to return the device to us but Poynt will bear the cost of return shipping. Also, if you decide to keep the device or fail to return, then you will be required to pay $300.

5.3. Any Payment Network may terminate or limit this Agreement as permitted by the Operating Rules of such Payment Network.

5.4. In addition to any other termination rights, Acquirer may terminate this Agreement (or, under clause (i) of this Section 5.4, may terminate this Agreement as to any Payment Network) and/or any Addendum, and/or may suspend Payment Services and/or decline to process particular Transactions, immediately and with or without notice, if (a) you fail to strictly comply with any term hereof; (b) Acquirer, in its sole discretion, determines that you and/or any affiliated entity and/or individual are violating the Operating Rules and/or Applicable Law and/or are engaging in suspicious, wrongful, fraudulent and/or deceptive conduct and/or other conduct creating a risk of harm and/or loss to Acquirer and/or the Payment Networks (and/or we may suspend Payment Services and/or decline to process particular Transactions, with or without notice, during the investigation of any such alleged conduct); (c) you, any guarantor, or any affiliated entity or individual become involved in voluntary or involuntary bankruptcy or insolvency proceedings; (d) Acquirer deems you to be financially insecure; (e) you materially alter your business; (f) there is a material change in your processing activity, either from historical processing activity or the activity projected in the Sponsored Merchant Application, or you processes a greater concentration of Cards (e.g., American Express, corporate Cards, and/or international cards) than anticipated; (g) Acquirer receives direction from any Payment Network to terminate this Agreement; (h) Acquirer, in its reasonable discretion, determines that circumstances otherwise warrant immediate termination or suspension; (i) any Payment Network takes any action adverse to our registration or re-registration with such Payment Network; (j) any of the Processing Agreements are terminated; or (k) we determine we are required to terminate this Agreement by any of the Processing Agreements or Operating Rules.

5.5. In addition to any other termination rights, you may terminate this Agreement if we have failed to perform a material obligation in this Agreement and such failure has not been cured for thirty (30) days after you notify us in writing of such failure.

5.6. Your obligations regarding Transactions processed hereunder survive any termination hereof (including any termination by virtue of a non-renewal), including, without limitation, your obligation to pay refunds, Chargebacks, Processing Fees (defined below), indemnified losses, and other amounts payable to Acquirer or the Payment Networks.

6. Procedures for Transactions

6.1. You agree to submit to us for processing all data or information resulting from a Transaction (including any Card Information (defined below)) (collectively "**Transaction Information**") you believe to be authorized by a Cardholder. You must submit this Transaction Information to us contemporaneously with the completion of the related Transaction. You must submit such information to us, along with any other information that may reasonably be requested in connection with a Transaction, in such form as we may specify from time to time. You understand that your failure to submit such Transactions on a timely basis may (a) result in increased fees associated with the Transaction(s) (such as higher interchange fees), and you agree to pay any such fees if assessed; and/or (b) compromise your ability to be paid for the Transaction(s). You agree to submit Transactions to us in such a way as to enable us to comply with Chapter 2, Paragraph 2 (Deposits) of Processor's Operating Guide (as amended) and any similar successor provisions.

6.2. You may not submit for processing: (a) any Transaction that does not involve you and/or that does not originate from an interaction between you and a Cardholder intending to make a purchase from you; (b) any Transaction for which you do not receive an authorization code from us; or (c) any Transaction that results in a transaction outside of your normal course of business as reflected on the Sponsored Merchant Application. We reserve the right to refuse to process any Transaction if there is reason for Acquirer to believe that it has been submitted in violation of this Agreement.

6.3. Acquirer may impose a cap, either per transaction or on an aggregate basis, on the dollar amount of the Transactions it will process for you that aligns with your projected sales volume, as indicated on the Sponsored Merchant Application.

7. Poynt Debit Card and Settlement Account

7.1. We may make an optional debit card available to you (the "**Poynt Debit Card**"). If you have the Poynt Debit Card, we may settle funds to the Poynt Debit Card in accordance with this Agreement. Most terms and conditions governing your use of the Poynt Debit Card are separate from the terms and conditions governing the Payment Services. If you do not have the Poynt Debit Card, references to it in this Agreement will have no effect.

7.2. You must maintain an account acceptable to us (the "**Settlement Account**") at a bank or depository institution acceptable to us. You may change the Settlement Account only if you give us at least fifteen (15) days' prior written notice of the proposed change and we approve the change in writing. If you make a change other than in accordance with this Agreement, Acquirer may not be able to settle Transaction proceeds or may misdirect and/or lose such proceeds. You will be solely responsible for the same.

7.3. The Settlement Account and/or Poynt Debt Card is for credits and debits related to Transactions, refunds, Chargebacks, Processing Fees, indemnified losses, and/or other amounts payable to (or permitted to be withheld by) Acquirer and/or the Payment Networks. You authorize Acquirer to initiate debit and/or credit entries to the Settlement Account and/or Poynt Debit Card, including through the Automated Clearing House ("**ACH**") settlement process and/or via wire transfer, for any of the foregoing. Such authorization shall remain in place until the later of termination of this Agreement or your satisfaction of all obligations to Acquirer hereunder, as reasonably determined by Acquirer. You must maintain sufficient funds in the Settlement Account and/or Poynt Debt Card to prevent the occurrence of insufficient funds. You are solely liable for all fees, costs, and overdrafts associated with the Settlement Account and/or Poynt Debit Card.

8. Settlement

8.1. Except as elsewhere provided herein, after receiving funds for approved Transactions, we will provisionally fund, or will direct Processor and/or Bank to provisionally fund, the Settlement Account and/or Poynt Debit Card. You agree that settlements under this Agreement will generally be on a net basis (i.e., the Settlement Account and/or Poynt Debit Card will be funded with the settlement funds, if any, that remain after subtracting (a) refunds, Chargebacks, Processing Fees, indemnified losses, and other amounts payable to Acquirer; and (b) any amounts authorized to be retained under this Agreement). But if we fail to subtract such amounts, it does not relieve you of any liability or responsibility for them. You acknowledge that all payments and credits provided to you are provisional and subject to suspension, revocation, Chargebacks, and/or other adjustments in accordance with this Agreement and the Operating Rules. Acquirer may maintain funds associated with your Transactions in a commingled account. You have no right to such account, the funds therein, and/or interest, if any, obtained thereon.

8.2. For settlement funds that Bank and/or Processor intends, or is required by the Processing Agreements, to fund the Settlement Account and/or Poynt Debit Card, you hereby irrevocably authorize us to deliver instructions to Bank and/or Processor for the disposition of settlement funds and/or the amount and timing of payments to be made to the Settlement Account and/or Poynt Debit Card, including, without limitation, instructions to (a) withhold from settlement funds any amount that Acquirer determines are entitled to be withheld hereunder (including amounts for the Processing Fees) and (b) pay remaining settlement funds, if any, to the Settlement Account and/or Poynt Debit Card. You also irrevocably authorize us to act as your agent for the purposes of receiving, holding, disbursing, and/or otherwise disposing of settlement funds in accordance with this Agreement.

8.3. Subject to the terms of this Agreement, we will use commercially reasonable efforts to ensure that settlement funds from a Transaction are funded to the Settlement Account and/or Poynt Debit Card on the first business day after you submit the related Transaction Information to us.

8.4. You acknowledge and agree that: (a) Poynt, Processor, and Bank shall have no liability or responsibility for delays in the transmission and/or deposit of funds and/or your failure to receive funds where that delay or failure is in any way attributable to you or any third party, including third-party banks, depository institutions, or the Payment Networks; (b) this Agreement (and not marketing and/or other materials) governs the transmission and/or deposit of funds, including the time thereof; (c) any fixed timelines with respect to the same are subject to the other terms hereof; and (d) we are not liable or responsible for any delays in the transmission or deposit of funds due or your failure to receive funds where that delay or failure is in any way attributable to Processor or Bank.

8.5. You agree to reimburse Acquirer upon demand for any misdirected deposits, duplicate deposits, and/or inadvertent overpayments into any of your bank accounts and/or the Poynt Debit Card. In addition, Acquirer may deduct such amounts by ACH debit and/or other means from your Settlement Account, the Poynt Debit Card, and/or the Reserve Funds.

9. Marks and Intellectual Property

9.1. You shall display the Payment Networks' respective logos, marks, advertising and promotional materials only in accordance with the Operating Rules and cease displaying such logos, marks, advertising and promotional materials in accordance with the Operating Rules, including upon termination of this Agreement or at the direction of any Payment Network. You acknowledge that all such logos, marks, advertising, and promotional materials used by any Payment Network are the sole and exclusive property of such Payment Network. You agree not to challenge their ownership of such property and that they may prohibit your use of such property at any time and for any reason, with or without notice. Further, from time to time, we may provide you with materials that include our name, logo, trademarks, and/or service marks. You shall only use such materials as expressly permitted by us, and shall return to us such materials upon the termination of this Agreement for any reason and/or upon our earlier request at any time. You shall not at any time represent, directly and/or by implication, that your goods and/or services are endorsed, sponsored, and/or guaranteed by Acquirer or any Payment Network. This Agreement shall not confer on you any license or proprietary rights regarding any patent, trademark, copyright, trade secret, and/or intellectual property of Acquirer or any Payment Network.

9.2. Acquirer may require any changes to your website that it deems necessary and/or appropriate to ensure that you remain in compliance with the Operating Rules governing the use of the intellectual property described in Section 9.1.

9.3. All of our computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Payment Services are and will remain our sole and exclusive property. We own all rights, title, and interest, including all intellectual property rights, in and to any refinements or improvements to the same, even when such refinements or improvements result from your request.

10. Assignment; Successor Responsibility

Without your consent and/or the consent of any guarantor: (a) Bank may assign this Agreement; (b) Processor may assign this Agreement to another transaction processor approved by Bank; and/or (c) we may assign this Agreement to another payment facilitator or to Processor. You may not assign this Agreement without our express written consent, except as otherwise provided in the Processing Agreements. For purposes of this Agreement, it shall be deemed an assignment of this Agreement by you if there is any issuance, sale and/or transfer of your equity interests (in a single transaction or series of transactions) such that the equity holders listed in the Sponsored Merchant Application collectively hold less than 50% of your equity after such transaction(s). This Agreement will be binding on each party's successor(s) and/or permitted assigns.

11. Data Security

11.1. You acknowledge that it is your responsibility to abide, and you agree to abide, by the following (collectively the "Security Standards"): rules, regulations, and/or standards adopted or required by the Payment Networks relating to data security and the protection of Card Information, including, without limitation, Payment Card Industry Data Security Standards, Visa's Cardholder Information Security Program and Payment Application Best Practices, Mastercard's Site Data Protection Program and POS Terminal Security Program, American Express's Data Security Operating Policy, Discover's Information Security & Compliance Program, and/or any successor rules, regulations and/or standards, in each case, as any of the same may be amended from time to time. You also agree to provide proof of compliance to Acquirer or any Payment Networks as required and/or upon request, including, without limitation, by attestation and/or an examination of your systems to validate such compliance. The costs of any such attestation and/or examination shall be your sole responsibility.

11.2. Without in any way limiting the obligations imposed by Section 11.1, you will (a) secure and keep confidential Card Information and Transaction Information in strict compliance with the Security Standards and Applicable Law, and will not use, disclose, or distribute any such information except as permitted by the Security Standards or Applicable Law and, further, may not disclose or distribute such information to any third party other than a third-party service provider described in Section 11.3; and (b) maintain systems and media containing any Card Information or Transaction Information in a secure manner that prevents unauthorized access to or disclosure of any such information.

11.3. To the extent you use any third party to process, store, receive, transmit, and/or otherwise have access to Card Information and/or Transaction Information, you assume full responsibility and liability for such third-party's compliance with this Agreement, the Security Standards, and Applicable Law. We, Processor, and Bank shall have no liability for the acts or omissions of such third parties, which are your sole responsibility and liability. You further agree to notify us of the identity of all such third parties and to ensure that such third parties are properly registered, if required to be so, with the Payment Networks and are compliant with all applicable Security Standards. Acquirer further reserves the right to require any such third parties to undergo testing, approval, and certification by Acquirer, and to terminate any such third parties' access to or ability to integrate with any of Acquirer's respective systems at any time.

11.4. If you discover and/or any time have reason to suspect that an event has occurred that results, or could result, directly or indirectly, in the unauthorized access or disclosure of Transaction Information and/or Card Information (each a "**Data Compromise Event**"), you must immediately notify us and fully cooperate, at your expense, with all forensic examinations and remediation and mitigation procedures requested by any Payment Network or Acquirer. Furthermore, if you are undergoing a forensic investigation at the time you sign the Sponsored Merchant Application, you must fully cooperate with the investigation until completed. The costs of such examinations, processes, and any notification of Cardholders pursuant to Applicable Law or the Operating Rules are exclusively your responsibility.

11.5. You acknowledge that failure to comply with the Security Standards or the occurrence of any Data Compromise Event on your systems or those of any third party referenced in Section 11.3 may result in liability assessments (sometimes referred to as "penalties" or "fines") by the Payment Networks, legal liability, and expenses (including consultant, examiner, and/or attorney fees). Without limiting your liabilities under any other provision hereof, you agree to fully indemnify us, Processor, and Bank and their respective officers, directors, employees, and agents, and to hold them harmless from any such costs, liability assessments, legal liabilities, and expenses, as well as the costs and fees associated with any claims or demands made by Cardholders, card issuers, Payment Networks, governmental agencies, and/or any third parties associated with your failure, and/or the failure of any third party referenced in Section 11.3, to comply with the Security Standards or the occurrence of any Data Compromise Event.

11.6. If you operate a website capable of accepting Cards you agree to maintain, display, and abide by a Cardholder data privacy policy.

12. Authorized Users

12.1. To the extent you are granted electronic access to any of Acquirer's systems or portals, you are responsible for (a) ensuring that only authorized users of such systems or portals access the same; (b) keeping all logins, user names, and passwords confidential; and (c) promptly notifying us of any unauthorized access of such logins, user names, or passwords; and (d) all actions taken by anyone using such access, logins, user names, or passwords, even if such you did not authorize such actions.

12.2. Without limiting Section 12.1, you may not, and shall ensure that none of your authorized users: (a) access or use the Payment Services, or any services provided by Processor, for any purpose other than your internal business purposes and as permitted hereby, (b) modify, reverse engineer, disassemble, and/or decompile any part of the Payment Services, or any services or materials provided by Processor, (c) knowingly transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, malicious code, or other harmful or deleterious computer code, files and/or programs to or through the Payment Services, or any services provided by Processor, (d) knowingly interfere with or disrupt the servers or networks connected to or providing the Payment Services, or the services of Processor, (e) remove, change or obliterate the copyright, trademark or other proprietary protection legends or notices that appear in connection with access to or use of Payment Services, or services or materials provided by Processor, and/or (f) copy, re-sell, transfer, republish, download, frame or transmit the Payment Services, or any services or materials provided by Processor, including in order to act as a consultant for any third party, or otherwise allow any third party to use or access the Payment Services and/or any services provided by Processor.

12.3. You are responsible for the acts and omissions of your owners, employees, consultants, contractors, agents, officers, and directors, including any unauthorized access to or use of the Payment Services. Without limiting the preceding sentence, such acts and omissions will be viewed as your acts and omissions for purposes of determining if you have breached this Agreement and/or a violated the Operating Rules and the availability of any related right or remedy available to Acquirer.

13. Pricing and Payment

13.1. You agree to pay the fees and charges set forth on the fee schedule that is shown below, as they may be modified or amended from time to time as permitted hereunder (the “Processing Fees”). The Processing Fees are qualified by the other terms of this Agreement. You agree that such fee schedule constitutes an adequate fee disclosure for purposes of the Operating Rules and Applicable Law.

Payments:

- In-person transaction: 1% of sale amount
- Keyed in transaction: 2% of sale amount

Usage of funds:

- Deposit funds into bank: 1% of money deposited

Smart Terminal & APPS: a monthly $50 charge per terminal will provide the following in return:

- **Poynt Terminals and Accessories - Poynt Smart Terminal (Wifi).** Poynt terminal, power adapter & cord, Wifi, EMV L1/L2, NFC and Card Swipe, receipt printer and consumer facing display. Detailed specifications are available at poynt.com.

- **Poynt Cloud Platform Offering Service** includes the following software features, functionality and services; support, Hosting and backup for account data, Multi-terminal configuration (terminals in the same store share a configuration, catalog, and work together out of the box), Automatic network, PCI and EMV firmware and security updates, OS threat vector monitoring and upgrades, Application notifications, Cloud integration with headless applications, Email receipts and processor integration.

- **Poynt Register Pro**
    - Payments- Accept all payment methods: Credit and Debit cards, chip(EMV) cards, contactless (NFC), cash, mobile wallets, manual entry, multi-tender. Accept all transaction types: refund, pre-auth (for bar tabs, reservations). Accept payment interaction: accept on-screen signatures & tips.
    - Receipts- Send paperless receipts (SMS & Email). Print to multiple printers. Customer messaging & reviews (Email & text). Logo/Messages on Email/SMS receipt.
    - Inventory Managing Register- Bar code scanning. Register Advance (up to 575 viewable products).
    - Omni-Commerce- Phone Orders (Virtual Terminal on HQ-web and HQ-iOS/Android. Invoicing.
    - Marketing & Loyalty- Build and download customer lists. Loyalty programs.
    - Reporting & Analytics- Transactional reports and insight. Chargeback reports. QuickBooks Online integration.
    - Employee Management- Unlimited number of device users Role and Permission.
    - Tools & Access- Access to Poynt HQ: App store, multi-terminal management (on Poynt device and desktop). Access to Poynt HQ: App on Mobile device (iOS & Android)
    - Poynt Support & Services- Email and forums for merchants. Chats support. Phone support.

- **Poynt App Marketplace** provides authorized developers the ability to extend the Poynt functionality through certified applications and services that build on the Poynt SDK. The Merchants will have access and use of App Center and App Center Apps.

No fees for:

- Activation
- Using Merchant HQ
- Early Termination
- Interchange
- Assessments

- Chargebacks
- Refunds
- Account Inactivity

13.2. You are responsible for fines and indemnified losses charged by or payable to third parties (including Bank, Processor, and/or any Payment Network), in either case related to or associated with your use of the Payment Services, your Transactions, and/or your processing activity. Acquirer may at any time, with or without notice, may collect such amounts (i) pursuant to an invoice we deliver to you; (ii) by demanding immediate payment; (iii) by debiting the Settlement Account, Poynt Debit Card, and/or any Reserve Funds (defined below); and/or (iv) by subtracting such amounts from future settlements. If you do not pay an amount payable to Acquirer or the Payment Networks when due, such amount will accrue interest at the lesser of 1.5% per month or the highest amount permitted by Applicable Law.

13.3. The Processing Fees appearing on the Sponsored Merchant Application are based upon assumptions (a) regarding your anticipated volume, average transaction size, card acceptance, and method of doing business and (b) that the rates and amounts of Third-Party Charges remain the same. If any of these assumptions prove inaccurate, we may adjust your Processing Fees without prior notice. Any such adjustments shall be in addition to, and not in lieu of, any other remedies available to Acquirer hereunder. Even if this Agreement does not require that we give you advance notice of an amendment and/or other change to the Processing Fees, we still plan to give you notice (though it may come after such amendment and/or other change).

13.4. Processing Fees may be amended at any time by Acquirer, with or without notice, as a result of amendments or changes made by the Payment Networks or parties other than us. In addition, Acquirer may amend or otherwise change the Processing Fees by giving you thirty (30) days' notice of any such amendment and/or change (including notice via your processing statement); provided, however, that you may terminate this Agreement, without penalty, in response to such amendment and/or change (not attributable to the Payment Networks and/or other third parties) by providing us with written notice between the date of receiving notice of such amendment and/or change and the date on which it is effective.

13.5. Poynt can charge your customers a fixed fee of up to $0.15 by informing the customer of the fee when they pay for the transaction using a credit card or a debit card.

14. Taxes

You are solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of your goods and/or services. Unless you are otherwise exempt (and can prove such exemption to Acquirer's satisfaction), you agree to pay all taxes imposed on the Payment Services, equipment, and/or other property provided to you pursuant to this Agreement.

15. Chargebacks

You have full liability and responsibility for, and must immediately pay, all Chargebacks and any and all fees, charges, and liability assessments related to Chargeback(s) associated with your Transactions. If you have reason to dispute or respond to a Chargeback, then you must do so by the date provided on the applicable Chargeback notice. We, Processor, and Bank have no independent obligation to investigate or attempt to obtain a reversal or adjustment of any Chargeback. If Acquirer, in its sole discretion, determines that you are experiencing excessive Chargebacks, then it may (a) with notice, increase the Processing Fees; (b) without notice, establish or increase the Reserve Funds; (c) without notice, suspend the Payment Services; and/or (d) without notice, terminate this Agreement. You may not ask or require that a Cardholder waive a right to dispute a transaction.

16. Indemnification and Attorneys' Fees

16.1. You must indemnify and hold us, Processor, and Bank, along with each of its or their respective agents, officers, directors, employees, and affiliates, harmless from and against any and all claims, demands, damages, judgments, liability assessments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) suffered or incurred by any of them arising out of: (a) your acts and/or omissions, and/or those of your owners, employees, consultants, contractors, agents, officers, and directors, whether or not you authorized those acts or omissions (including, without limitation, any obligation we have to indemnify Processor and/or Bank in respect of any such acts or omissions, whether such obligation arises under the Processing Agreements or otherwise); (b) your Transactions or use of the Payment Services (including, without limitation, for refunds, Chargebacks, or liability assessments imposed by the Payment Networks); (c) your breach of this Agreement or violation of Applicable Law or Operating Rules; (d) the state or configuration of your equipment or software and/or equipment or software we make available to you (but only to the extent not used in accordance with this Agreement and our other agreements with you); and/or (e) your use of third-party equipment, software, services and/or service providers (including software of a third party you access through equipment we make available to you and including gateways, value added resellers, and/or independent software vendors). Without limiting the foregoing, if we, Processor, and/or Bank are named as a party to any claims, litigation, proceeding, arbitration, and/or other legal process commenced by a third party arising out of or relating to any act or omission by you, you must indemnify, protect, and hold harmless us, Processor, and Bank with respect to such any and all liability associated with such claims, litigation, proceeding, arbitration, and/or other legal process, and shall pay all costs, expenses, and attorneys' fees incurred or paid in connection therewith.

16.2. You agree to reimburse us for all attorneys' fees and/or other costs incurred by us in enforcing any provision of this Agreement against you, or in obtaining any sums due under this Agreement from you, regardless of whether those fees in connection with a court proceeding, private dispute resolution, and/or outside a formal dispute resolution proceeding.

17. Obligation to Report Statement Discrepancies

17.1. You shall be solely responsible for reviewing your statements from Acquirer (including statements provided online) and for reporting to us in writing, within thirty (30) days of your receipt of any statement, any problems and/or irregularities with your statements—including, without limitation, underpayments, overpayments, and/or other discrepancies of any items, fees, charges, and/or liability assessments reflected on such statements and/or related to the period covered by such statement, including, without limitation, discrepancies between the volume and/or value of Transactions that you actually processed during the period indicated by the statement. Statements provided online shall be deemed received the first day they are available online.

17.2. YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE, PROCESSOR, NOR BANK SHALL BE LIABLE AND/OR OTHERWISE RESPONSIBLE TO YOU, AND SHALL HAVE NO OBLIGATION TO REIMBURSE YOU, FOR ANY UNDERPAYMENT TO YOU OR OTHER DISCREPANCY THAT IS NOT REPORTED TO US IN WRITING WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THE APPLICABLE STATEMENT.

18. Limitation of Liability

WITHOUT LIMITING LIMITATION OF LIABILITY SET FORTH IN THE TERMS, WE, PROCESSOR, AND BANK SHALL NOT BE LIABLE FOR (A) THE DECLINE OF A TRANSACTION, EVEN IF SUCH DECLINE WAS WRONGFUL; (B) ANY LOSS CAUSED BY A TRANSACTION DOWNGRADE, REGARDLESS OF THE CAUSE; AND/OR (C) THE FAILURE TO PROCESS, AUTHORIZE, OR CAPTURE A TRANSACTION.

19. Underwriting, Monitoring, and Auditing Rights

19.1. You, on behalf of yourself and your principals and beneficial owners, acknowledge and agree that Acquirer may request and obtain external reports, including credit reports from credit reporting agencies, in connection with the consideration of the Sponsored Merchant Application or at any time thereafter. You further acknowledge that the Sponsored Merchant Application may be rejected by Acquirer and that Acquirer shall not have any liability associated with such rejection.

19.2. You agree to promptly furnish Acquirer with information and documents reasonably necessary to evaluate your financial condition and/or business practices upon request. Furthermore, with notice and during your normal business hours, any of Acquirer's respective representatives may visit your business premises to examine your operations, activities, and/or books and records to the extent necessary to evaluate your compliance with this Agreement and/or to the extent necessary for us to meet our obligations under the Processing Agreements and/or for Acquirer to meet its obligations under the Operating Rules.

19.3. You agree to provide us advance written notice of any actual or anticipated (a) material change in your products and/or services, business practices, and/or the manner in which you accept Cards; (b) change to your legal form, legal name, trade name, and/or mailing address; and/or (c) changes to anticipated Transaction amounts and/or volume.

19.4. You agree to provide any information (a) Acquirer believes is necessary to meet its obligations under, inter alia, United States anti-terrorism or anti-money laundering laws (including "know your customer" information) or (b) we believe we are required to diligence, obtain and/or verify under any the Processing Agreements and/or under the Operating Rules (including the names and country of domicile of each of your principals and reports of all Transactions). You must provide such information to the requesting party within twenty-four (24) hours of a request for the same. You must also, on an ongoing basis (and at least quarterly), provide us with the each of your office addresses, uniform resource locaters, and/or "doing business as" names, as well as complete descriptions of all goods and/or services you provide.

20. Reporting

You acknowledge that, under the Operating Rules of the Payment Networks, some of your activity and/or terminations of sponsored merchant processing agreements may result in Acquirer's reporting sponsored merchants and their principals to the Payment Networks for inclusion on a terminated merchant file (e.g., the "MATCH" list). You, on behalf of yourself and your principals, hereby consent to such reporting and any other action by us that we believe is required by the Operating Rules and waive any claim related to the same, even in instances where you or your principals believe that reporting to have been improper or in error.

21. Reserve Funds and Security Interest

Acquirer may require at any time (including at the time of termination of this Agreement) that funds be placed in one or more non-segregated, non-interest bearing accounts established by Acquirer in accordance with this Agreement (the "Reserve Funds"). The purpose of the Reserve Funds is to ensure that you satisfy your obligations or anticipated obligations hereunder. That includes, without limitation, your obligations for refunds, Chargebacks, Processing Fees, indemnified losses, and/or other amounts payable to Acquirer or the Payment Networks. Acquirer may increase at any time at any time (including at the time of termination of this Agreement) the amount of Reserve Funds. Acquirer has complete discretion regarding Reserve Funds-related decisions. Reserve Funds may be funded by (a) debiting the amount of Transactions that would otherwise be payable to you under this Agreement; (b) demanding funds from you; and/or (c) debiting the Settlement Account and/or Poynt Debit Card. If we, Processor, and/or Bank makes a demand for funds pursuant to this Section 21.2, you must transfer the amount of funds demanded within eight (8) business hours of receipt of such demand. Reserve Funds may be used at any time to satisfy your obligations to Acquirer under this Agreement, including, without limitation, refunds, Chargebacks, Processing Fees, indemnified losses, and/or other amounts payable to Acquirer and/or the Payment Networks. Acquirer may continue to hold Reserve Funds until the one-year anniversary of the later of termination of this Agreement or the last processing activity that occurs on your account (including any Transaction or Chargeback) or for such longer time as Acquirer reasonably determines is necessary to satisfy your current or anticipated obligations under this Agreement, the Operating Rules, and/or Applicable Law. Until the expiration of that period, you have no ownership interest in and/or right to the Reserve Fund, which are the exclusive property of Acquirer. You also have no right to receive interest on any funds maintained in any of the Reserve Funds, which is also the exclusive property of Acquirer. Without in any way limiting the previous two sentences, and merely as an additional form of security, you hereby further grant us a security interest in (i) the Reserve Funds and all funds therein; and (ii) the proceeds associated with any Transaction. We may enforce our security interest(s) without notice or demand. The security interest(s) granted under this Agreement will continue after termination of this Agreement until you satisfy all your obligations to Acquirer, as reasonably determined by us. You further agree to execute and deliver such instruments and documents as may be reasonably requested to confirm and perfect the security interest(s) granted by this Agreement.

22. Holdback Rights

This section allows us to withhold funds from you in some situations. If Acquirer, at any time during the term of this Agreement, determines in its commercially reasonable discretion that it may be prudent or necessary to do so (a) as a result of any unusual, suspicious, and/or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered and/or duplicate transactions, activity related to a suspected Data Compromise Event or other breach of Security Standards, and/or excessive Chargebacks) and/or (b) to enable us and/or Processor to exercise our or its rights under, and in accordance with, any of the Processing Agreements, then Acquirer may, without notice, hold funds otherwise payable to you for such period as Acquirer, in its commercially reasonable discretion, deems necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Acquirer related to the same. Without limiting any other term hereof, Acquirer may use funds held pursuant to this Section 22 to fund the Reserve Funds.

23. Equipment

23.1. Acquirer makes no representations or warranties regarding the compatibility of third-party products and/or services with Acquirer's systems. To the extent that you use any third-party gateway or similar software, services, and/or hardware to connect to Acquirer's systems, you understand that a separate agreement may be required with the third-party provider in order to obtain such software, services, and/or hardware, and additional fees may be charged by the third-party provider in addition to the fees charged by Acquirer.

23.2. You are responsible for any fines, penalties, claims, demands, and/or new and/or increased fees (including interchange) that result from your (a) use of value added reseller, independent software vendor, gateway, point of sale systems, and/or any other software, hardware, or service not provided by us; (b) failure to maintain the most current version of software that has been certified by us, Processor, and Bank as being compatible with their respective systems; and/or (c) misuse of software that has been certified as compatible with Acquirer's systems. Notwithstanding anything in this Section 23.2, you may not use any third-party point of sale systems, and/or any other device and/or method used for the purpose of obtaining credit and/or debiting a designated account (including any Card), without our the prior written consent.

23.3. If we make any equipment, other services, and/or software available to you, you agree pay the stated charges therefor, along with all applicable taxes and shipping costs. You also and agree that Acquirer may, without limitation, deduct such sums from the Transaction proceeds settled to the Settlement Account and/or Poynt Debit Card.

23.4. Equipment we provide may only be used for purposes of this Agreement and receiving the Payment Services in accordance herewith. You agree to keep detailed records of such equipment to and maintain such equipment in a good state of repair, normal wear and tear excepted. You must follow all instructions regarding the use and maintenance thereof. You may not, and must not permit others to, alter, modify, and/or deface any such equipment, inscribe and/or etch anything thereon, and/or attach and/or affix anything thereto. Title to such equipment remains with us at all times. You acquire no right, title, and/or interest in any such equipment other than the right to use such equipment to receive the Payment Services for the period during which we permit you to use the same. You must give us access to any such equipment at all times. We may modify, repair and/or replace any such equipment at any time. You bear all risk of loss, damage, destruction, theft, and/or similar to such equipment from any cause whatsoever (each a "Loss Event") during the term hereof and until such equipment has been returned to us. You must return such equipment, at your risk and expense, upon the earlier of the expiration or termination hereof. You must immediately notify us upon the occurrence of any Loss Event and, without limiting the terms hereof, shall promptly pay $300.00 to us. You may not distribute, sell, transfer, share, sublease, rent and/or give away any such equipment or any interest therein or use, and/or permit the use of, such equipment by and/or on any third party's behalf, except that you may allow your customers to use equipment in the course of completing a Transaction.

24. Confidentiality and Use of Data

24.1. You shall use information related to a Cardholder or Card in connection with a Transaction (including, without limitation, customer names, addresses, zip codes, card numbers, expiration dates, security codes, PIN numbers, credit limits, and/or account balances) ("Card Information") and Transaction Information solely to receive Payment Services under this Agreement. Under no circumstances may you sell Card Information or use it for any purpose other than as expressly contemplated by this Agreement.

24.2. Except in response to a validly served subpoena, you will not provide Card Information and/or Transaction Information to anyone except to Acquirer, Payment Networks, and/or your agents that have been approved by Processor and are properly registered with Payment Networks for purposes of assisting you in completing Transactions. If you receive a subpoena that encompasses Card Information and/or Transaction Information, you will notify us in writing of your receipt of such a subpoena as soon as practicable.

24.3. You agree to keep confidential and not to disclose: (a) the terms and conditions of this Agreement; (b) the Processing Fees; (c) Card Information and/or Transaction Information; (d) any other non-public information regarding any aspect of Acquirer's businesses made available to, or encountered by, you under the auspices of this Agreement ("**Acquirer Confidential Information**"); and/or (e) other information we are required to keep confidential. Acquirer Confidential Information shall include, but shall not be limited to, information regarding pricing techniques, fees, equipment, services, processes, procedures, marketing, and/or business development plans, technical information, personnel information, and/or trade secrets.

24.4. Should you receive any Acquirer Confidential Information, you agree to protect such confidential information equally to your own confidential information and to take no less than reasonable care to prevent its misuse or disclosure. You agree to return Acquirer Confidential Information either upon the termination of this Agreement for any reason, and/or upon request from Acquirer.

24.5. You must keep confidential your MID. As a security measure, you may be requested to identify yourself by your MID when contacting Acquirer. Any person correctly identifying your MID is presumed by Acquirer to have authority to make changes to your account. You are solely liable for any damages you sustain as a result of the disclosure of your MID to any unauthorized persons.

24.6. To the extent permitted by Applicable Law and the Operating Rules, you authorize Acquirer to disclose information regarding you to any third party who has asked for such information, and whom Acquirer determines has a legitimate business need to know such information to facilitate the purpose of this Agreement. You authorize Acquirer to disclose Card Information to the Payment Networks as necessary to facilitate the provisions of Payment Services under this Agreement. You further authorize Acquirer to provide information about you in response to requests from any government body or regulatory authority.

24.7. Notwithstanding anything else in this Agreement but subject to the terms of our privacy policy (as amended), and without otherwise limiting Acquirer's use of such information, all Card Information, Transaction Information, and/or information related to you, may be used by Acquirer and its respective affiliates and designees: (a) to provide Payment Services; (b) for administrative and monitoring purposes; (c) to enhance or improve any of Acquirer's products or Payment Services; (d) in the course of any sale or reorganization of any of Acquirer's businesses; (e) to comply with Applicable Law; (f) for disclosure to credit reporting agencies and other financial institutions; and/or (g) as otherwise permitted by Applicable Law. Notwithstanding the foregoing,

25. Amendments and Waiver

We may amend, revise, change, or supplement this Agreement by giving you thirty (30) days' notice of any such amendment, revision, change, or supplementation; provided, however, that you may terminate this Agreement, without penalty, in response to such amendment, revision, change, and/or supplementation (not attributable to changes to the Operating Rules and/or Applicable Law) by providing you with written notice between the date of receiving notice of the amendment, revision, change, and/or supplementation and the effective date of such amendment, revision, change, and/or supplementation. Any amendment, revision, change, or supplementation attributable to changes to the Operating Rules or Applicable Law may be made on less than thirty (30) days' notice and shall not be grounds for termination of this Agreement.

26. Notices; Electronic Notice

All notices under this Agreement to us, Processor, and/or Bank must be in writing and delivered via hand delivery or via a carrier that provides a tracking number and/or other proof of delivery. Notices to us, Processor, and/or Bank must be sent to the addresses respectively designated on the Sponsored Merchant Application for those entities, and will be deemed effective upon receipt. Acquirer may provide you with effective notice under this Agreement, including, without limitation, of any amendment to this Agreement or to Processing Fees, by any of the following means: (a) via mail at the address designated in the Sponsored Merchant Application (or such other address as you may provide); (b) electronically, through a sponsored merchant portal or through any other means of electronic communication maintained by Acquirer which you may access; and/or (c) electronically, via any email address designated by you. You expressly consent to receive documents and notices electronically and agree to maintain access to the Internet for so long as this Agreement is in effect and until all of your obligations hereunder have been satisfied in full, as reasonably determined by us. Notices delivered through any of the foregoing means shall include notice provided on statement messages appearing on periodic processing statements.

While Elavon Inc. serves as "Processor" under this Agreement, Processor's contact information is 2 Concourse Pkwy, Atlanta, GA 30328. You may contact Processor at such address if you have questions or concerns for

Processor. We have entered into this Agreement on behalf of and as agent of Processor, in addition to on our own behalf.

27. Dispute Resolution and Claims Limitation

YOU AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. YOU AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE AND/OR ARBITRATE ON A CLASS-WIDE BASIS. YOU MAY NOT BRING A CLAIM ARISING OUT OF AND/OR RELATED TO THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE UNDERLYING CAUSE OF ACTION FIRST ACCRUES.

28. Continuing Guaranty

As a key inducement for our entering into this Agreement, the Guarantor(s) who signed on the Guarantor signature line of the Sponsored Merchant Application agree to be bound by all the terms and provisions of this Agreement the same as Sponsored Merchant. Guarantor understands that this Agreement may be renewed, extended, and/or modified from time to time (including with regard to fees and to Sponsored Merchant's payment obligations) without notice to Guarantor, even if any of the foregoing increase Guarantor(s)' obligations hereunder. Guarantor(s), individually and severally, also unconditionally and personally guarantee the Sponsored Merchant's full performance of its obligations under this Agreement. Guarantor(s) understand and agree that Acquirer may proceed directly against Guarantor(s) without first exhausting remedies available against Sponsored Merchant. Moreover, in the event Guarantor(s) is or are natural person(s), this guaranty is continuing and shall survive the death of Guarantor(s) and be binding on Guarantor(s)' heirs and estate, without any diminution of the rights of Acquirer with respect to the guaranty. To the fullest extent permitted by law, Guarantor(s) waive all rights and defenses available to Guarantor(s) respecting the enforcement of this guaranty.

29. Miscellaneous.

The rights and remedies conferred upon Acquirer under this Agreement are not intended to be exclusive of each other or of any other rights or remedies belonging to Acquirer under this Agreement, at law, or in equity. Rather, all such rights and remedies are cumulative. Processor and Bank are third-party beneficiaries to this Agreement and may enforce the terms hereof, including those rights and privileges belonging to "Acquirer." There are no other third party beneficiaries to this Agreement. We, Processor, and/or Bank shall not be liable for any delay or inability to perform caused by acts of God, natural disasters, wars, acts of terrorism, civil disturbances, governmental actions, strikes, telecommunications failures, equipment failures, network failures, and/or other causes beyond such person's reasonable control. This Agreement, together with the Terms, constitutes the complete and final agreement between the parties and supersedes all prior oral and/or written agreements, marketing materials, and/or collateral. To the extent there is an irreconcilable conflict between any term of this Agreement (excluding the Terms solely for purposes of this sentence) and the Terms, the terms of this Agreement shall govern. Except as elsewhere provided herein, this Agreement may be modified only in a writing signed by all parties hereto. If any provision of this Agreement is deemed unlawful or unenforceable, then it shall be reformed only insofar as necessary to make it lawful and enforceable, or if it cannot be so reformed, it will be severed from this Agreement without any effect on the remaining terms of this Agreement, which shall continue in full force and effect. Termination of this Agreement shall not terminate the obligations and rights of the parties that, by their nature or their terms, are intended to survive and/or be perpetual of irrevocable. References to "Agreement" or "Addenda" mean this Agreement or the Addenda hereto (respectively) as amended from time to time in accordance herewith. We may issue press releases regarding the parties' relationship hereunder, after this Agreement becomes effective. You not make any such public disclosure without our prior written consent. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together constitute one and the same Agreement. A signature or other indication of acceptance received electronically or via facsimile shall be legally binding for all purposes and equally effective as a wet ink signature.

EXHIBIT B

GoDaddy - UNIVERSAL TERMS OF SERVICE AGREEMENT

Last Revised: 6/14/2021

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Universal Terms of Service Agreement (this "Agreement") is entered into by and between GoDaddy.com, LLC, GoDaddy Payments, LLC (for any payment services) and Poynt, LLC (for any hardware services) ("GoDaddy") and you, and is made effective as of the date of your use of this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the "Services"). Services Agreements and additional policies apply to certain Services and are in addition to (not in lieu of) this Agreement. In the event of a conflict between the provisions of a Services Agreement and the provisions of this Agreement, the provisions of the applicable Services Agreement shall control.

The terms "we", "us" or "our" shall refer to GoDaddy. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. MODIFICATION OF AGREEMENT, SITE OR SERVICES

GoDaddy may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, GoDaddy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("Account") information current. GoDaddy assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address. In addition, GoDaddy may terminate Your use of Services for any violation or breach of any of the terms of this Agreement by You. GODADDY RESERVES THE RIGHT TO MODIFY, CHANGE, OR DISCONTINUE ANY ASPECT OF THIS SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION PRICES AND FEES FOR THE SAME, AT ANY TIME.

3. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to individuals or entities ("Users") who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, GoDaddy finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. GoDaddy shall not be liable for any loss or damage resulting from GoDaddy's reliance on any instruction, notice, document or communication reasonably believed by GoDaddy to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, GoDaddy reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

4. YOUR ACCOUNT

In order to access some of the features of this Site or use some of the Services, you will have to create an Account. You represent and warrant to GoDaddy that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If GoDaddy has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, GoDaddy reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, Payment Method(s) (as defined below), and shopper PIN. For security purposes, GoDaddy recommends that you change your password and shopper PIN at least once every six (6) months for each Account. You must notify GoDaddy immediately of any breach of security or unauthorized use of your Account. GoDaddy will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss GoDaddy or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

i. Your use of this Site and the Services, including any content you submit, will comply with this Agreement, any applicable Services Agreement or policy that may apply to your Services and all applicable local, state, national and international laws, rules and regulations.

ii. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.

iii. You will not use this Site or the Services in a manner (as determined by GoDaddy in its sole and absolute discretion) that:

   - Is illegal, or promotes or encourages illegal activity;
   - Promotes, encourages or engages in the exploitation of children, or any activity related to the proliferation of child sexual abuse material (CSAM);
   - Promotes, encourages or engages in terrorism, violence against people, animals, or property;
   - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
   - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
   - Violates the Fight Online Sex Trafficking Act of 2017 or similar legislation, or promotes or facilitates prostitution and/or sex trafficking;
   - Infringes on the intellectual property rights of another User or any other person or entity;

  - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
  - Interferes with the operation of this Site or the Services found at this Site;
  - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
  - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding GoDaddy or GoDaddy's Services.
  - You will not perform any false, abusive or fraudulent activity. You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;

iv. You will not copy or distribute in any medium any part of this Site or the Services , except where expressly authorized by GoDaddy.

v. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.

vi. You will not access GoDaddy Content (as defined below) or User Content through any technology or means other than through this Site itself, or as GoDaddy may designate.

vii. You agree to back-up all of your User Content so that you can access and use it when needed. GoDaddy does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

viii. You will not re-sell or provide the Services for a commercial purpose, including any of GoDaddy's related technologies, without GoDaddy's express prior written consent.

ix. You will not circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any GoDaddy Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the GoDaddy Content or the User Content therein.

x. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.

xi. You are aware that GoDaddy may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), you may be subject to call recording and hereby consent to the same, subject to any applicable laws and our restrictions and obligations thereunder, including, where permissible, to record the entirety of such calls regardless of whether GoDaddy asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which GoDaddy is a party. Further, by providing your telephone or mobile number, you consent to receive marketing telephone calls from or on behalf of GoDaddy that may be initiated by an automatic telephone dialing system and/or use an artificial or prerecorded voice. You understand that providing consent is not a condition of purchasing any good or service from GoDaddy. Similarly, by providing your mobile number, you consent to receive marketing text messages from or on behalf of GoDaddy that may be sent by an automatic telephone dialing system. You understand that providing consent is not a condition of purchasing any good or service from GoDaddy. Message and data rates may apply.

xii. Without limiting any of the rights set forth elsewhere in this Agreement, GoDaddy expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Services (including but not limited to the right to cancel or transfer any domain name registration) to any User (i) whose Account or Services were previously terminated or suspended, whether due to breach of this or any other Agreement or any GoDaddy policy, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing the Site or Services (as determined by GoDaddy in its sole and absolute discretion).

xiii. If your purchase or account activity shows signs of fraud, abuse or suspicious activity, GoDaddy may cancel any service associated with your name, email address or account and close any associated GoDaddy accounts. If GoDaddy, in its sole discretion, determines that any conducted activity is fraudulent, GoDaddy reserves the right to take any necessary legal action and you may be liable for monetary losses to GoDaddy including litigation costs and damages. To contest cancellation of Services or freezing or closure of an account, please contact GoDaddy Care.

6. PROTECTION OF YOUR DATA

GoDaddy offers certain hosted Services available to you that may involve the processing of personal data about you, your customers and/or web users("Your Data") in the course of your use of these Services ("Covered Services"). Your Data, for the purpose of this Section, excludes any User Content. GoDaddy's Controller to Processor Data Processing Addendum ("DPA"), which is hereby incorporated by reference and applicable to Covered Services, is meant to provide you contractual assurance that we have robust mechanisms to ensure the processing of Your Data, including transfers of Your Data from the European Economic Area to a third country, meets with compliance under applicable data privacy laws.

For the purposes of the Controller to Processor DPA and the Standard Contractual Clauses attached to the DPA (when and as applicable), you (and your applicable affiliates) are considered the Data Controller/Data Exporter, and your acceptance of the Terms of Service governing Covered Services at the time of purchase of any Covered Services will also be treated as your acknowledgement and acceptance of the Controller to Processor DPA and its appendices (including the Standard Contractual Clauses and its appendices, as applicable). If you wish to print, sign and return a physical copy of the Controller to Processor DPA, please send an email request to privacy@GoDaddy.com.

Covered Services, as defined in this Section and in the Controller to Processor DPA, include hosted services that are subject to the terms and conditions of the following Agreements: (1) Email Marketing Services, (2) Website Services, (3) Hosting, (4) Online Bookkeeping, (5) Online Store/Quick Shopping Cart, (6) Smartline, and (7) Workspace Service. Covered Services excludes Services provided by GoDaddy Payments, LLC (for any payment services) and Poynt, LLC (for any hardware services).

7. USER CONTENT

Some of the features of this Site or the Services, including those Services that are hosted with GoDaddy, may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations, or photos to be incorporated into a social media event or activity ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). All content submitted through your Account is considered User Content. By posting or publishing User Content to this Site or to or via the Services, you represent and warrant to GoDaddy that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

User Submissions. You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate GoDaddy to treat your User Submissions as confidential or secret, that GoDaddy has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions, and that GoDaddy may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

GoDaddy shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

User Content Other Than User Submissions. By posting or publishing User Content to this Site or through the Services, you authorize GoDaddy to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. You hereby grant GoDaddy a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site, the Services and GoDaddy's (and GoDaddy's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that GoDaddy may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, GoDaddy shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or GoDaddy's (or GoDaddy's affiliates') business(es). If you have a website or other content hosted by GoDaddy, you shall retain all of your ownership or licensed rights in User Content.

8. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

9. PRODUCT CREDITS

In the event you are provided with a product credit ("Credit"), whether for redemption of the purchase of a specific product or for free with the purchase of another product ("Purchased Product"), you acknowledge and agree that such Credit is only valid for one (1) year and is only available with a valid purchase and may be terminated in the event the product purchased is deleted, cancelled, transferred or not renewed. The Credit will expire one (1) year from date of purchase of the Purchased Product if the Credit has not been redeemed. In the event that the Credit is redeemed, after the initial subscription period, the product will automatically renew at the then-current renewal price until cancelled. If you wish to cancel the automatic renewal of the product, you may do so by visiting your Account or by contacting customer service. In the event your Purchased Product includes a free domain name, if you cancel the Purchased Product, the list price for the domain name will be deducted from the refund amount. The list price is the price of the domain name listed on GoDaddy's website and is not subject to any promotion, discount, or other reduction in price. For Credits issued for free with another Purchased Product, you acknowledge and agree that we may swap your Credit for a similar product, in our sole discretion.

10. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

GoDaddy generally does not pre-screen User Content (whether posted to a website hosted by GoDaddy or posted to this Site). However, GoDaddy reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. GoDaddy may remove any item of User Content (whether posted to a website hosted by GoDaddy or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by GoDaddy in its sole and absolute discretion), at any time and without prior notice. GoDaddy may also terminate a User's access to this Site or the Services found at this Site if GoDaddy has reason to believe the User is a repeat offender. If GoDaddy terminates your access to this Site or the Services found at this Site, GoDaddy may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

11. DISCONTINUED SERVICES; END OF LIFE POLICY

GoDaddy reserves the right to cease offering or providing any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services at any time, for any or no reason, and without prior notice. Although GoDaddy makes great effort to maximize the lifespan of all its Services and features, functionalities, or aspects of the Services, there are times when a Service or specific feature, functionality, or aspect of a Service that we offer will be discontinued or reach its End-of-Life ("EOL"). If that is the case, those Services, or the specific feature, functionality, or aspect of that Service, will no longer be supported by GoDaddy, in any way, effective on the EOL date.

Notice and Migration. In the event that any Service we offer has reached or will reach EOL, we will attempt to notify you thirty or more days in advance of the EOL date. It is your responsibility to take all necessary steps to replace the Service by migrating to a new Service before the EOL date, or by entirely ceasing reliance on said Service before the EOL date. In either case, GoDaddy will either offer a comparable Service for you to migrate to for the remainder of the term of your purchase, a prorated in-store credit, or a prorated refund, to be determined by GoDaddy in its sole and absolute discretion. GoDaddy may, with or without notice to you, migrate you to the most up-to-date version of the Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration. In the event that a feature, functionality, or aspect of any Service we offer has reached or will reach EOL, then we will attempt to notify you thirty or more days in advance of the EOL date. However, if the Service maintains a least reasonably equivalent functionality without such feature, functionality, or aspect, as determined by GoDaddy in its sole and absolute discretion, GoDaddy will not be required to offer a comparable feature or functionality for the Service or a refund.

No Liability. GoDaddy will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services we may offer, provide or facilitate access to.

12. BETA SERVICES

From time to time, GoDaddy may offer new Services (limited preview services or new features to existing Services) in a pre-release version. New Services, new features to existing Services or limited preview services shall be known, individually and collectively, as “Beta Services”. If you elect to use any Beta Services, then your use of the Beta Services is subject to the following terms and conditions: (i) You acknowledge and agree that the Beta Services are pre-release versions and may not work properly; (ii) You acknowledge and agree that your use of the Beta Services may expose you to unusual risks of operational failures; (iii) The Beta Services are provided as-is, so we do not recommend using them in production or mission critical environments; (iv) GoDaddy reserves the right to modify, change, or discontinue any aspect of the Beta Services at any time; (v) Commercially released versions of the Beta Services may change substantially, and programs that use or run with the Beta Services may not work with the commercially released versions or subsequent releases; (vi) GoDaddy may limit availability of customer service support time dedicated to support of the Beta Services; (vii) You acknowledge and agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you experience; (viii) You acknowledge and agree that GoDaddy may track your browsing behavior, links clicked, items purchased, your device type, and to collect various data, including analytics, about how you use and interact with our Beta Services; (ix) You acknowledge and agree that all information regarding your use of the Beta Services, including your experience with and opinions regarding the Beta Services, is confidential, and may not be disclosed to a third party or used for any purpose other than providing feedback to GoDaddy; (x) The Beta Services are provided "as is", "as available", and "with all faults".

You acknowledge and agree that we may use your feedback for any purpose, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your use of the Beta Services shall be owned exclusively by GoDaddy. To the fullest extent permitted by law, GoDaddy disclaims any and all warranties, statutory, express or implied, with respect to the Beta Services including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

13. FEES AND PAYMENTS

You agree that your Payment Method may be charged by one of our affiliated entities. If, during your purchase, your payment was identified as being processed in the United States, your transaction will be processed by GoDaddy.com, LLC; if your payment was identified as being processed in Canada, your transaction will be processed by GoDaddy Domains Canada, Inc.; if your payment was identified as being processed in the United Kingdom, your transaction will be processed by GoDaddy Europe, Ltd.; if your payment was identified as being processed in India, your transaction will be processed by GoDaddy India Domains and Hosting Services India Pvt Ltd. If, during your purchase, your payment was identified as being processed in a country that is not listed above, your transaction may be processed by an entity within the disclosed country that is affiliated with our local payment service provider, and subject to the provisions of our Privacy Policy.

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

Payment Due at Time of Order; Non-Refundable. You agree to pay all amounts due for Services at the time you order them. All amounts are non-refundable unless otherwise noted in the Refund Policy.

Price Changes. GoDaddy reserves the right to change its prices and fees at any time, and such changes shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Payment Types. Except as prohibited in any product-specific agreement, you may pay for Services by using any of the following "Payment Methods": (i) valid credit card, (ii) "Good As Gold Prepaid Services" (defined below); (iii) electronic payment from your personal or business checking account, as appropriate (and as defined below); (iv) PayPal, (v) International Payment Option (as defined below) or (vi) via in-store credit balances, if applicable (and as defined below), each a "Payment Method". The "Express Checkout" feature automatically places an order for the applicable Service and charges the default Express Checkout Payment Method for your Account. Confirmation of that order will be sent to the email address on file for your Account. Your Payment Method on file must be kept valid if you have any active Services in your Account. In addition, you agree that the location for the processing of your payments may change for any reason, including the type of Payment Method chosen, the currency selected, or changes or updates made to your Payment Method.

Refunds Issued. You agree that where refunds are issued to your Payment Method, GoDaddy's issuance of a refund receipt is only confirmation that GoDaddy has submitted your refund to the Payment Method charged at the time of the original sale, and that GoDaddy has no control over when the refund will be applied towards your Payment Method's available balance. You further acknowledge and agree that the payment provider and/or individual issuing bank associated with your Payment Method establish and regulate the time frames for posting your refund, and that such refund posting time frames may range from five (5) business days to a full billing cycle, or longer.

In the event a refund is issued to your Payment Method and the payment provider, payment processor or individual issuing bank associated with your Payment Method imposes any limitations on refunds, including but not limited to, limitations as to the timing of the refund or the number of refunds allowed, then GoDaddy, in its sole and absolute discretion, reserves the right to issue the refund either (i) in the form of an in-store credit; (ii) via issuance of a GoDaddy check, which will be sent to the mailing address on file for your Account; or (iii) in some jurisdictions, as a bank transfer, when the payment processor cannot refund back to the Payment Method. GoDaddy also has the right to offer an in-store credit for customers seeking refunds, even if there are no limitations on refunds imposed by the Payment Method.

Monthly Billing Date. If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services, unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

Auto-Renewal Terms. Other than as required by applicable law, GoDaddy does not retain hard copies or electronic versions of mandate, standing order or standing instruction forms and/or any signed consents relating to your usage of our automatic renewal services, and we are therefore unable to provide any such document upon request. You may view or change your automatic renewal settings at any time by logging into your GoDaddy account.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, ALL SERVICES ARE OFFERED ON AUTOMATIC RENEWAL. EXCEPT FOR REASONS DESCRIBED BELOW IN THIS SECTION, AUTOMATIC RENEWAL AUTOMATICALLY RENEWS THE APPLICABLE SERVICE UPON EXPIRATION OF THE THEN CURRENT TERM FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE PERIOD (EXCEPT FOR DOMAIN NAMES WHICH MAY RENEW FOR THE ORIGINAL SERVICE PERIOD). FOR EXAMPLE, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL TYPICALLY BE FOR ONE YEAR. HOWEVER, IN THE EVENT RENEWAL WITH THE PAYMENT METHOD ON FILE FAILS, GODADDY MAY ATTEMPT TO RENEW THE APPLICABLE SERVICE FOR A PERIOD LESS THAN THE ORIGINAL SUBSCRIPTION PERIOD TO THE EXTENT NECESSARY FOR THE TRANSACTION TO SUCCEED.

UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, GODADDY WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT OR YOUR DESIGNATED BACKUP PAYMENT METHOD(S) ON FILE WITH GODADDY. IN AUTOMATICALLY RENEWING YOUR SERVICES, GODADDY WILL FIRST ATTEMPT TO CHARGE THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT. IN THE EVENT GODADDY CANNOT SUCCESSFULLY CHARGE THIS PAYMENT METHOD, WE WILL ATTEMPT TO CHARGE THE PAYMENT METHOD(S) DESIGNATED AS "BACKUP" IN YOUR ACCOUNT. RENEWALS WILL BE CHARGED AT GODADDY'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT MANAGER FROM THIS SITE AND FOLLOW THE STEPS FOUND HERE. IF YOU DO NOT WISH FOR ANY SERVICE TO AUTOMATICALLY RENEW, YOU MAY ELECT TO CANCEL RENEWAL, IN WHICH CASE, YOUR SERVICES WILL TERMINATE UPON EXPIRATION OF THE THEN CURRENT TERM, UNLESS YOU MANUALLY RENEW YOUR SERVICES PRIOR TO THAT DATE. IN OTHER WORDS, SHOULD YOU ELECT TO CANCEL YOUR PRODUCT AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND GODADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, GODADDY MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER

AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, GODADDY WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. GODADDY MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) CANCELLING PRODUCTS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND GODADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason GoDaddy is unable to charge your Payment Method for the full amount owed, or if GoDaddy receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that GoDaddy may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any domain names or Services registered or renewed on your behalf. GoDaddy also reserves the right to charge you reasonable “administrative” fees" for (i) tasks GoDaddy may perform outside the normal scope of its Services, (ii) additional time and/or costs GoDaddy may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by GoDaddy in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) UDRP actions(s) in connection with your domain name(s) and/or disputes that require accounting or legal services, whether performed by GoDaddy staff or by outside firms retained by GoDaddy; (iii) recouping any and all costs and fees, including the cost of Services, incurred by GoDaddy as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with GoDaddy.

GoDaddy may offer product-level pricing in various currencies. The transaction will be processed in the selected currency and the pricing displayed during the checkout process will be the actual amount submitted for payment. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charge, which may be added to the final amount that appears on your bank statement or post as a separate amount. Please check with the issuer of your Payment Method for details. In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

(B) REFUND POLICY

Products and Services available for refunds are described here ("Refund Policy").

(C) GOOD AS GOLD PREPAID SERVICES

Service Details. By using Good As Gold Prepaid Services, you may transfer funds to GoDaddy to fund your Good As Gold Prepaid Services account ("Good As Gold Account"). You may then use your Good As Gold Account to purchase any Services. You may fund your Good As Gold Account by wire transfer.

You acknowledge that funds transferred to your Good As Gold Account will be held by GoDaddy and will not accrue or pay interest for your benefit. To the extent any interest may accrue, you agree that GoDaddy shall be entitled to receive and keep any such amounts to cover costs associated with Good As Gold Prepaid Services.

You agree that all transactions using Good As Gold Prepaid Services will be conducted in U.S. dollars.

Your Good As Gold Account must be funded on an initial basis with no less than funds equivalent to $1,000.00 U.S. dollars.

All payments must be for the full amount required at purchase.

Wire Transfer Details. Wire transfers may be initiated in foreign currency to fund your Good As Gold Account, however the natural currency of the Wild West Domains bank account is U.S. Dollars. Foreign currency wires will be automatically converted and deposited in U.S. Dollars. Please note that exchange rate fees may apply.

You are responsible for all wire transfer fees, both incoming and outgoing, associated with your Good As Gold Account. Any non-U.S. wire transfers may be subject to fees by your bank, intermediary banks, or GoDaddy's bank, which may reduce the amount of the money received by GoDaddy's bank and subsequently funded into your Good As Gold Account. You hereby expressly authorize GoDaddy (i) to reduce your Good As Gold Account by the amount of wire transfer fees GoDaddy incurs in order to receive your funds; and/or (ii) to charge a twenty-dollar ($20.00) service fee ("Service Fee") in connection with the termination of your Good As Gold Account. All fees are subject to change at any time, and such changes shall be posted online and effective immediately without need for further notice to you.

You can verify the remaining funds in your Good As Gold Account at any time through your Account or the shopping cart. Should you decide to terminate your Good As Gold Account (or should GoDaddy opt to terminate your Good As Gold Account because you have breached an obligation under the Good As Gold Service Agreement), then the balance in your Good As Gold Account will be refunded, net the Service Fee.

Additional funds may be added to your Good As Gold Account at any time.

Your Use of Good As Gold Prepaid Services. Use of funds in your Good As Gold Account can only be made through the GoDaddy purchase process at GoDaddy's website. Purchases may not be made unless there are sufficient, available funds in your Good As Gold Account at the time of purchase to cover the entire purchase amount, including any related fees as set forth herein or in other relevant agreements.

(D) PAY BY CHECK (ELECTRONIC PAYMENT)

By using GoDaddy's pay by check option ("Pay By Check"), you can purchase GoDaddy Services using an electronic payment (from your personal or business checking account ("Checking Account"), as appropriate). In connection, you agree to allow a third-party check services provider, Certegy Check Services, Inc., ("Check Services Provider") to debit the full amount of your purchase from your Checking Account, which is non-refundable. Check Services Provider will create an electronic funds transfer ("EFT") or bank draft, which will be presented to your bank or financial institution for payment from your Checking Account. The Checking Account must be at a financial institution in the United States, and payment must be in U.S. Dollars.

It is your responsibility to keep your Checking Account current and funded. You agree that (i) Check Services Provider or GoDaddy reserve the right to decline a transaction for any reason (including, but not limited to, payments that fail to go through as a result of your Checking Account no longer existing or not holding available/sufficient funds) and (ii) in such event, neither Check Services Provider nor GoDaddy shall be liable to you or any third party regarding the same. If for any reason Check Services Provider is unable to withdraw the full amount owed for the Services provided, you agree that Check Services Provider and GoDaddy may pursue all available lawful remedies in order to obtain payment (plus any applicable fees). GoDaddy is not responsible for the actions of Check Services Provider. You agree that if the EFT or bank draft is returned unpaid, you will pay a service charge in accordance with the fees permitted by law for each U.S. State. A help article describing the Check Services Provider and outlining the service charges referenced above can be found here. These fees may be debited from your Checking Account using an EFT or bank draft. All fees are in U.S. Dollars.

GoDaddy and its service providers, including but not limited to Check Services Provider and Complete Payment Recovery Services, Inc., may provide you with notices, including by email, regular mail, SMS, MMS, text message, postings on the services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate these terms of service by accessing the services in an unauthorized manner. Your agreement to these terms of service constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the services in an authorized manner. Failure to receive such notices for any reason shall not excuse any payment or other obligation to

GoDaddy and Check Services Provider. You further expressly authorize GoDaddy and its service providers, including but not limited to Check Services Provider and Complete Payment Recovery Services, Inc., and their affiliates to contact you, via auto-dialer, pre-recorded messages, or any other method, on any of your mobile phone numbers or emails. You further acknowledge that email addresses you provide are not shared, accessed by others and are not employer-related email addresses.

(E) INTERNATIONAL PAYMENT OPTIONS

GoDaddy offers a variety of alternative international payment options through a variety of International Payment Providers ("IPP"). In the event you select an IPP, you represent that you have already agreed to any and all of the IPP's applicable customer service agreements in advance of completing your transaction at GoDaddy. You also agree to allow the IPP to debit the full amount of your purchase from the selected account or payment method, collectively "Funding Sources". In addition, you agree to allow the selected IPP to debit, if applicable, an "Exchange Rate Conversion Fee", as well as any other fees or charges applicable to your agreement with the IPP (collectively, the "IPP Fees"), from your Funding Sources. You understand and agree that IPP Fees are subject to change at any time by the IPP without notice to you by GoDaddy.

It is your responsibility to keep your Funding Sources current and funded. You agree that (i) the IPP or GoDaddy reserve the right to decline a transaction for any reason and (ii) neither the IPP nor GoDaddy shall be liable to you or any third party regarding the same. You acknowledge that GoDaddy will not attempt to fulfill the Services purchased by you until GoDaddy receives confirmation of payment from the IPP through its associated payment processor. You acknowledge there may be a gap of several hours or days between the time you place an order and the time the IPP confirms payment through its associated payment processor. If GoDaddy does not receive confirmation of payment from the IPP through its associated payment processor within thirty (30) days from when the order is placed, your order may be cancelled, at which time you will need to commence the purchase process again. In the event that you would like to cancel payment for a pending transaction, you may cancel the order through your GoDaddy account. Payments received on previously cancelled orders will be automatically refunded to the original Payment Method when possible.

If, at the time GoDaddy receives confirmation of payment from the IPP (through its associated payment processor), either (i) the Services (including domain names) are no longer available for purchase; or (ii) a pending order has been cancelled in our systems; or (iii) the confirmation of payment does not match the dollar amount of the pending order, and as a result your purchase is either over-funded or under-funded, GoDaddy may automatically issue a partial refund (in the case of over-funding) or a full refund (in the case of under-funding) to your Funding Source. If the IPP (or its associated payment processor) imposes refund limitations of any kind, GoDaddy reserves the right to issue refunds to an in-store credit balance or as a bank transfer, when the payment processor cannot refund back to the Payment Method. If you receive a full refund, you will need to begin the purchase process again. You agree that the IPP reserves the right not to refund IPP Fees associated with a refunded transaction. Accordingly, any refunds issued by GoDaddy will be net of the IPP Fees unless otherwise specified.

GoDaddy offers SEPA Direct Debit ("SEPA") as a payment method for customers located in Germany. If you choose to use SEPA as a payment method, you are authorizing GoDaddy and Adyen, our payment service provider, to send instructions to your bank to debit your account. By agreeing to these terms you have mandated GoDaddy to collect all of the applicable charges arising under this Agreement. The authorization shall also apply to any new bank account used by you for purchases from GoDaddy. We will notify you of the date of direct debit collection within a reasonable time (the "pre-notification"). This pre-notification will be delivered to you by e-mail at least one (1) business day before payment is collected. You are responsible for making sure that there are sufficient funds in your account to cover any debit payments. You also agree to indemnify GoDaddy against any losses that it may incur if your financial institution withholds payment from GoDaddy for any reason.

(F) IN-STORE CREDIT BALANCES

In the event that your Account contains an in-store credit balance: (1) you may apply any available credit balance to any future purchase in your Account; and (2) you authorize GoDaddy to apply any available credit balance to any outstanding administrative fees, chargebacks, or other fees related to your Account. In the event that GoDaddy is unable to successfully charge either the Payment Method associated with a specific Service in your account or your backup Payment Methods when processing Service renewals, GoDaddy may use any available in-store credit balance if there are enough funds to cover the entire transaction. Regardless of the amount of in-store credit available in your account, GoDaddy is not responsible for the loss of products resulting from an inability to collect funds from your Payment Methods or the in-store credit. In-store credits will be applied based on the currency selected in the shopping cart at the time of purchase (or renewal). If you have more than one in-store credit, then the credits will be processed according to the age of the credit, with the oldest in-store credit being applied first. If additional funds are required to complete the purchase or renewal, credits held in a non-selected currency will be converted using GoDaddy's daily exchange rate based on the age of the credit (oldest to newest) until (i) enough funds are allocated to complete the transaction, or (ii) there is no available balance left in your account. You understand and agree that at the time of conversion, GoDaddy may also impose an additional administrative fee.

You can verify your available in-store credit balance at any time through your Account on the GoDaddy website. You acknowledge that in-store credit balances are non-transferable, may only be used in the Account in which they were acquired and may expire. Complimentary in-store credits will expire two years after issuance or within any other time period GoDaddy may specify in your Account. In the event that GoDaddy terminates your Account, you acknowledge and agree that any remaining available in-store credit balance will be forfeited.

You also acknowledge that funds available in your in-store credit balance will be held by GoDaddy and will not accrue or pay interest for your behalf. To the extent any interest may accrue, you agree that GoDaddy is entitled to receive and keep any such amounts to cover costs associated with supporting the in-store credit balance functionality.

(G) EXPIRED DOMAIN NAME PURCHASES

For expired domain names purchased through your account, you agree that you are responsible for payment within forty-eight (48) hours of auction close for the successful bid amount plus the one (1) year renewal or transfer fee (from the end of the domain name's previous registration period), plus ICANN fee, if applicable, or any valid payment method associated with the account, will be charged on the third day following the auction close. If we are unable to collect payment, you may lose the rights to purchase the domain name.

(H) ROUND UP FOR CHARITY

If you participate in Round Up for Charity, you hereby authorize GoDaddy to either 1) donate an amount selected by you, or 2) round up your transaction to the nearest dollar and donate 100% of the difference, to a small business relief fund ("Donation"). GoDaddy will take reasonable steps to ensure your Donation is properly disbursed, in our sole discretion, to qualifying small businesses negatively impacted by the COVID-19 pandemic and will not withhold any Donation made by you through Round Up For Charity. You understand your Donation is not eligible for a refund or in-store credit.

(I) INSTALLMENT PAYMENTS

If you pay for Services by using an installment payment through an issuing bank, you acknowledge and agree that GoDaddy shall not be liable to you or any third party regarding any owed interest that arises out of or relates to the installment payment. Any interest amounts that GoDaddy references in any manner are for convenience purposes only, might vary or be subject to change, and are in the control of a third party. Notwithstanding the foregoing, GoDaddy shall not be responsible or otherwise liable to you or any third party for disclosing or failing to disclose any applicable interest amount, which you are responsible for determining. Installment payments will only apply to a selected Service term, which may auto-renew for the full amount unless you manually renew the Service term with a subsequent installment payment.

14. ADDITIONAL RESERVATION OF RIGHTS

GoDaddy expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by GoDaddy in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by GoDaddy in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry or registrar, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with court orders against you and/or your domain name or website and applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, (viii) to avoid any civil or criminal liability on the part of GoDaddy, its officers, directors, employees and agents, as well as GoDaddy's affiliates, including, but not limited to, instances where you have sued or threatened to sue GoDaddy, or (ix) to respond to an excessive amount of complaints related in any way to your Account, domain name(s), or content on your website that could result in damage to GoDaddy's business, operations, reputation or shareholders.

GoDaddy expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

GoDaddy expressly reserves the right to terminate, without notice to you, any and all Services where, in GoDaddy's sole discretion, you are harassing or threatening GoDaddy and/or any of GoDaddy's employees.

GoDaddy Content. Except for User Content, the content on this Site and the Services, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("GoDaddy Content"), are owned by or licensed to GoDaddy in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. GoDaddy Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of GoDaddy. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. GoDaddy reserves all rights not expressly granted in and to the GoDaddy Content, this Site and the Services, and this Agreement do not transfer ownership of any of these rights.

15.NO SPAM; LIQUIDATED DAMAGES

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

1. Email Messages
2. Newsgroup postings
3. Windows system messages
4. Pop-up messages (aka "adware" or "spyware" messages)
5. Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)
6. Online chat room advertisements
7. Guestbook or Website Forum postings
8. Facsimile Solicitations
9. Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by this no spam policy. Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the account, products, or services in question are being used in association with spam, we may re-direct, suspend, or cancel any account, web site hosting, domain registration, email boxes, or other applicable products or services. In such event, at our election, we may require you to respond by email to us stating that you will cease to send spam and/or have spam sent on your behalf and to require a non-refundable reactivation fee to be paid before the site, email boxes, and/or services are reactivated.

We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email or through our Spam Abuse Complaint Center on the Web. Web: report abuse.

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay us liquidated damages in the amount of $1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

16. TRADEMARK AND/OR COPYRIGHT CLAIMS

GoDaddy supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to GoDaddy's Trademark and/or Copyright Infringement Policy referenced above and available here.

17. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by GoDaddy. GoDaddy assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, GoDaddy does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release GoDaddy from any and all liability arising from your use of any third-party website. Accordingly, GoDaddy encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

18. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND GODADDY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

19. LIMITATION OF LIABILITY

IN NO EVENT SHALL GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL

INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, “X-RATED”, OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT GODADDY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL GODADDY’S TOTAL AGGREGATE LIABILITY EXCEED $10,000.00 U.S. DOLLARS.
THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

20. INDEMNITY

You agree to protect, defend, indemnify and hold harmless GoDaddy and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys’ fees) imposed upon or incurred by GoDaddy directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

21. COMPLIANCE WITH LOCAL LAWS

GoDaddy makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

22. DISPUTES, BINDING INDIVIDUAL ARBITRATION AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

(A) *Disputes.* The terms of this Section shall apply to all Disputes between you and GoDaddy, except for disputes governed by the Uniform Domain Name Dispute Resolution Policy referenced above and available here. For the purposes of this Section, “Dispute” shall mean any dispute, claim, or action between you and GoDaddy arising under or relating to any GoDaddy Services or Products, GoDaddy’s websites, these Terms, or any other transaction involving you and GoDaddy, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND GODADDY AGREE THAT “DISPUTE” AS DEFINED IN THESE TERMS SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR GODADDY FOR (I) TRADE SECRET MISAPPROPRIATION, (II) PATENT INFRINGEMENT, (III) COPYRIGHT INFRINGEMENT OR MISUSE, AND (IV) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in these Terms, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

(B) *Binding Arbitration.* You and GoDaddy further agree: (i) to arbitrate all Disputes between the parties pursuant to the provisions in these Terms; (ii) these Terms memorialize a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section; and (iv) this Section shall survive termination of these Terms. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction, as limited by the Limitation of Liability set forth in Section 19 of this Agreement and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

(C) *Small Claims Court.* Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court’s jurisdiction and is pending only in that court.

(D) *Dispute Notice.* In the event of a Dispute, you or GoDaddy must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to GoDaddy must be addressed to: GoDaddy, 2155 E. GoDaddy Way, Tempe, AZ 85284, Attn.: Legal Department (the "GoDaddy Notice Address"). The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you. If GoDaddy and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or GoDaddy may commence an arbitration proceeding pursuant to this Section. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

(E) *WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.* YOU AND GODADDY AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR GODADDY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

(F) *Arbitration Procedure.* If a party elects to commence arbitration, the arbitration will be administered by the American Arbitration Association ("AAA") and governed by the Consumer Arbitration Rules of the AAA ("AAA Rules") in conjunction with the rules set forth in these Terms, except that AAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. The AAA Rules are at www.adr.org or by calling 1-800-778-7879. If there is a conflict between the AAA Rules and the rules set forth in these Terms, the rules set forth in these Terms shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws, as limited by the Limitation of Liability set forth in Section 19 of this Agreement. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator shall also have exclusive authority to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (i) trade secret misappropriation, (ii) patent infringement, (iii) copyright infringement or misuse, or (iv) trademark infringement or dilution, which are excluded from the definition of "Disputes" as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence (or principal place of business if you are a small business), or in Maricopa County, Arizona, at your option.

(G) *Initiation of Arbitration Proceeding.* If either you or GoDaddy decide to arbitrate a Dispute, we agree to the following procedure:

i. Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.adr.org ("Demand for Arbitration: Consumer Arbitration Rules").

ii. Send one copy of the Demand for Arbitration to AAA by mail at American Arbitration Association Case Filing Services 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.

iii. Send one copy of the Demand for Arbitration to the other party at the same address as the Dispute Notice, or as otherwise agreed to by the parties.

(H) *Hearing Format.* In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by GoDaddy or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or GoDaddy is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

(I) *Arbitration Fees and Payments.*

i. Disputes involving $75,000.00 or less. GoDaddy will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject GoDaddy's last written settlement offer made before the arbitrator was appointed ("GoDaddy's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than GoDaddy's last written offer, GoDaddy will: (i) pay the greater of the award or $1,000.00; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and GoDaddy agree on them.

ii. Disputes involving more than $75,000.00. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

iii. Disputes involving any amount. In any arbitration you commence, GoDaddy will seek its AAA or arbitrator's fees and expenses, or your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration GoDaddy commences, GoDaddy will pay all filing, AAA, and arbitrator's fees and expenses. GoDaddy will not seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not included in determining the amount in dispute.

(J) *Claims or Disputes Must be Filed Within One Year.* To the extent permitted by law, any claim or dispute to which this Section applies must be filed within one year in small claims or in arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If not filed within one year, the claim or dispute will be permanently barred.

(K) *30-Day Opt-out Period.* IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION IN THIS DISPUTES SECTION, YOU MUST NOTIFY GODADDY BY E-MAILING LEGALOPTOUT@GODADDY.COM WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THESE TERMS (UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW). In the e-mail, you must provide your (a) first name, (b) last name, (c) address, (d) phone number, and (e) account number(s) and state the following: "I wish to opt out of the arbitration provision contained in GoDaddy's Universal Terms of Service Agreement." By providing your information in the method above, you are opting out of the agreement to arbitrate contained in GoDaddy's Universal Terms of Service. Your opt-out request will only be valid if made within thirty (30) days of first accepting the Universal Terms of Service. In the event that you opt-out consistent with the procedure set forth above, all other terms contained herein shall continue to apply, including those related to the applicable governing law and the court(s) in which legal disputes may be brought.

(L) *Amendments to this Section.* Notwithstanding any provision in these Terms to the contrary, you and GoDaddy agree that if GoDaddy makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to GoDaddy's address) in these Terms, GoDaddy will notify you and you will have thirty (30) days from the date of notice to affirmatively opt-out of any such amendments. If you affirmatively opt-out of any future amendments, you are agreeing that you will arbitrate any Dispute between us in accordance with the language of this Section as stated in these current Terms, without any of the proposed amendments governing. If you do not affirmatively opt-out of any future amendments, you will be deemed to have consented to any such future amendments.

(M) *Severability.* If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of these Terms.

(N) *Exclusive Venue for Other Controversies.* GoDaddy and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Section (other than an individual action filed in small claims court) shall be filed only in the Superior Court of Maricopa County, Arizona, or the United States District Court for the District of Arizona, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy. You also agree to waive the right to trial by jury in any such action or proceeding.

23. UNCLAIMED PROPERTY; DORMANCY CHARGES

Please be advised that if a customer has an outstanding account balance (a credit positive balance) for three (3) years or more for any reason, and (i) GoDaddy is unable to issue payment to such customer or (ii) GoDaddy issued payment to such customer in the form of a paper check, but the check was never cashed, then GoDaddy shall turn over such account balance to the State of Arizona in accordance with state law. You acknowledge and agree that in either case (i) or (ii) above, GoDaddy may withhold a dormancy charge in an amount equal to the lesser of $25.00 or the total outstanding account balance associated with such customer.

24. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

25. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

26. U.S. EXPORT LAWS

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws"). Users shall not use the Services found at this Site to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. Users shall not export or re-export, or allow the export or re-export of, the

Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including “anti-boycott”, “deemed export” and “deemed re-export” regulations). If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

27. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

28. ENGLISH LANGUAGE CONTROLS

This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the “Agreement”), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

29. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

GoDaddy Legal Department
2155 E. GoDaddy Way
Tempe, AZ 85284
legal@godaddy.com

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Do not sell my personal information

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Use of this Site is subject to express terms of use. By using this site, you signify that you agree to be bound by these Universal Terms of Service.

EXHIBIT C

Domain Names Websites & Hosting

GoDaddy - UNIVERSAL TERMS OF SERVICE AGREEMENT

Last Revised: 5/18/2023

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Universal Terms of Service Agreement (this “Agreement”) is entered into by and between GoDaddy.com, LLC, GoDaddy Payments, LLC (for any payment services) and Poynt, LLC (for any hardware services) ("GoDaddy") and you, and is made effective as of the date of your use of this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the “Services”). Services Agreements and additional policies apply to certain Services and are in addition to (not in lieu of) this Agreement. In the event of a conflict between the provisions of a Services Agreement and the provisions of this Agreement, the provisions of the applicable Services Agreement shall control.

The terms “we”, “us” or “our” shall refer to GoDaddy. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. MODIFICATION OF AGREEMENT, SITE OR SERVICES

GoDaddy may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, GoDaddy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account (“Account”) information current. GoDaddy assumes no liability or responsibility for your failure to notification if such failure results from an inaccurate email address. In ad terminate Your use of Services for any violation or breach of any of the terms of this Agreement

Contact Us

by You. GODADDY RESERVES THE RIGHT TO MODIFY, CHANGE, OR DISCONTINUE ANY ASPECT OF THIS SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION PRICES AND FEES FOR THE SAME, AT ANY TIME.

3. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to individuals or entities (“Users”) who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, GoDaddy finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. GoDaddy shall not be liable for any loss or damage resulting from GoDaddy’s reliance on any instruction, notice, document or communication reasonably believed by GoDaddy to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, GoDaddy reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

4. YOUR ACCOUNT

In order to access some of the features of this Site or use some of the Services, you will have to create an Account. You represent and warrant to GoDaddy that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If GoDaddy has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, GoDaddy reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, Payment Method(s) (as defined below), and shopper PIN.

For security purposes, GoDaddy recommends that you change your password and shopper PIN at least once every six (6) months for each Account. You must notify GoDaddy immediately of any breach of security or unauthorized use of your Account. GoDaddy will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss GoDaddy or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

i. Your use of this Site and the Services, including any content you submit, will comply with this Agreement, any applicable Services Agreement or policy that may apply to your Services and all applicable local, state, national and international laws, rules and regulations.

ii. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.

iii. You will not use this Site or the Services in a manner (as determined by GoDaddy in its sole and absolute discretion) that:

  - Is illegal, or promotes or encourages illegal activity;
  - Promotes, encourages or engages in the exploitation of children, or any activity related to the proliferation of child sexual abuse material (CSAM);
  - Promotes, encourages or engages in terrorism, violence against people, animals, or property;
  - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
  - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
  - Violates the Fight Online Sex Trafficking Act of 2017 or similar legislation, or promotes or facilitates prostitution and/or sex trafficking;
  - Infringes on the intellectual property rights of another User or any other person or entity;
  - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person

or entity;

- Interferes with the operation of this Site or the Services found at this Site;
- Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
- Contains false or deceptive language, or unsubstantiated or comparative claims, regarding GoDaddy or GoDaddy's Services.
- You will not perform any false, abusive or fraudulent activity. You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;

iv. You will not copy or distribute in any medium any part of this Site or the Services , except where expressly authorized by GoDaddy.

v. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.

vi. You will not access GoDaddy Content (as defined below) or User Content through any technology or means other than through this Site itself, or as GoDaddy may designate.

vii. You agree to back-up all of your User Content so that you can access and use it when needed. GoDaddy does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

viii. You will not re-sell or provide the Services for a commercial purpose, including any of GoDaddy's related technologies, without GoDaddy's express prior written consent.

ix. You will not circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any GoDaddy Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the GoDaddy Content or the User Content therein.

x. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.

xi. You are aware that GoDaddy may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), you may be subject to call recording and hereby consent to the same, subject to any applicable laws and our restrictions and obligations thereunder, including, where permissible, to record the entirety of such calls regardless of whether GoDaddy asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which GoDaddy is a party. Further, by providing your telephone or mobile number, you consent to receive marketing telephone calls from or on behalf of GoDaddy that may be initiated by an automatic telephone dialing system and/or use an artificial or prerecorded voice. You understand that providing consent is not a condition of purchasing any good or service from GoDaddy. Similarly, by providing your mobile number, you consent to receive marketing text messages from or on behalf of GoDaddy that may be sent by an automatic telephone dialing system. You understand that providing consent is not a condition of purchasing any good or service from GoDaddy. Message and data rates may apply.

xii. Without limiting any of the rights set forth elsewhere in this Agreement, GoDaddy expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Services (including but not limited to the right to cancel or transfer any domain name registration) to any User (i) whose Account or Services were previously terminated or suspended, whether due to breach of this or any other Agreement or any GoDaddy policy, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing the Site or Services (as determined by GoDaddy in its sole and absolute discretion).

xiii. If your purchase or account activity shows signs of fraud, abuse or suspicious activity, GoDaddy may cancel any service associated with your name, email address or account and close any associated GoDaddy accounts. If GoDaddy, in its sole discretion, determines that any conducted activity is fraudulent, GoDaddy reserves the right to take any necessary legal action and you may be liable for monetary losses to GoDaddy including litigation costs and damages. To contest cancellation of Services or freezing or closure of an account, please contact GoDaddy Care.

6. PROTECTION OF YOUR DATA

GoDaddy offers certain hosted Services available to you that may involve the processing of personal data about you, your customers and/or web users("Your Data") in the course of your use of these Services ("Covered Services"). Your Data, for the purpose of this Section, excludes any User Content. GoDaddy's Controller to Processor Data Processing Addendum ("DPA"), which is hereby incorporated by reference and applicable to Covered Services, is meant to provide you contractual assurance that we have robust mechanisms to ensure the processing of Your Data, including transfers of Your Data from the European Economic Area to a third country, meets with compliance under applicable data privacy laws.

For the purposes of the Controller to Processor DPA and the Standard Contractual Clauses attached to the DPA (when and as applicable), you (and your applicable affiliates) are considered the Data Controller/Data Exporter, and your acceptance of the Terms of Service governing Covered Services at the time of purchase of any Covered Services will also be treated as your acknowledgement and acceptance of the Controller to Processor DPA and its appendices (including the Standard Contractual Clauses and its appendices, as applicable). If you wish to print, sign and return a physical copy of the Controller to Processor DPA, please send an email request to privacy@GoDaddy.com.

Covered Services, as defined in this Section and in the Controller to Processor DPA, include hosted services that are subject to the terms and conditions of the following Agreements: (1) Email Marketing Services, (2) Website Services, (3) Hosting, (4) Online Bookkeeping, (5) Online Store/Quick Shopping Cart, (6) Smartline, and (7) Workspace Service. Covered Services excludes Services provided by GoDaddy Payments, LLC (for any payment services) and Poynt, LLC (for any hardware services).

7. USER CONTENT

Some of the features of this Site or the Services, including those Services that are hosted with GoDaddy, may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations, or photos to be incorporated into a social media event or activity ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). All content submitted through your Account is considered User Content. By posting or publishing User Content to this Site or to or via the Services, you represent and warrant to GoDaddy that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

User Submissions. You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate GoDaddy to treat your User Submissions as confidential or secret, that GoDaddy has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions, and that GoDaddy may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

GoDaddy shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

User Content Other Than User Submissions. By posting or publishing User Content to this Site or through the Services, you authorize GoDaddy to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. You hereby grant GoDaddy a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site, the Services and GoDaddy's (and GoDaddy's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that GoDaddy may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, GoDaddy shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or GoDaddy's (or GoDaddy's affiliates') business(es). If you have a website or other content hosted by GoDaddy, you shall retain all of your ownership or licensed rights in User Content.

8. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

9. PRODUCT CREDITS

In the event you are provided with a product credit ("Credit"), whether for redemption of the purchase of a specific product or for free with the purchase of another product ("Purchased Product"), you acknowledge and agree that such Credit is only valid for one (1) year and is only available with a valid purchase and may be terminated in the event the product purchased is deleted, cancelled, transferred or not renewed. The Credit will expire one (1) year from date of purchase of the Purchased Product if the Credit has not been redeemed. In the event that the Credit is redeemed, after the initial subscription period, the product will automatically renew at the then-current renewal price until cancelled. If you wish to cancel the automatic renewal of the product, you may do so by visiting your Account or by contacting customer service. In the event your Purchased Product includes a free domain name, if you cancel the Purchased Product, the list price for the domain name will be deducted from the refund amount. The list price is the price of the domain name listed on GoDaddy's website and is not subject to any promotion, discount, or other reduction in price. For Credits issued for free with another Purchased Product, you acknowledge and agree that we may swap your Credit for a similar product, in our sole discretion.

10. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

GoDaddy generally does not pre-screen User Content (whether posted to a website hosted by GoDaddy or posted to this Site). However, GoDaddy reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. GoDaddy may remove any item of User Content (whether posted to a website hosted by GoDaddy or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by GoDaddy in its sole and absolute discretion), at any time and without prior notice. GoDaddy may also terminate a User's access to this Site or the Services found at this Site if GoDaddy has reason to believe the User is a repeat offender. If GoDaddy terminates your access to this Site or the Services found at this Site, GoDaddy may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

11. DISCONTINUED SERVICES; END OF LIFE POLICY

GoDaddy reserves the right to cease offering or providing any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services at any time, for any or no reason, and without prior notice. Although GoDaddy makes great effort to maximize the lifespan of all its Services and features, functionalities, or aspects of the Services, there are times when a Service or specific feature, functionality, or aspect of a Service that we offer will be discontinued or reach its End-of-Life ("EOL"). If that is the case, those Services, or the specific feature, functionality, or aspect of that Service, will no longer be supported by GoDaddy, in any way, effective on the EOL date.

Notice and Migration. In the event that any Service we offer has reached or will reach EOL, we will attempt to notify you thirty or more days in advance of the EOL date. It is your responsibility to take all necessary steps to replace the Service by migrating to a new Service before the EOL date, or by entirely ceasing reliance on said Service before the EOL date. In either case, GoDaddy will either offer a comparable Service for you to migrate to for the remainder of the term of your purchase, a prorated in-store credit, or a prorated refund, to be determined by GoDaddy in its sole and absolute discretion. GoDaddy may, with or without notice to you, migrate you to the most up-to-date version of the Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration. In the event that a feature, functionality, or aspect of any Service we offer has reached or will reach EOL, then we will attempt to notify you thirty or more days in advance of the EOL date. However, if the Service maintains a least reasonably equivalent functionality without such feature, functionality, or aspect, as determined by GoDaddy in its sole and absolute discretion, GoDaddy will not be required to offer a comparable feature or functionality for the Service or a refund.

No Liability. GoDaddy will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services we may offer, provide or facilitate access to.

12. BETA SERVICES

From time to time, GoDaddy may offer new Services (limited preview services or new features to existing Services) in a pre-release version. New Services, new features to existing Services or limited preview services shall be known, individually and collectively, as “Beta Services”. If you elect to use any Beta Services, then your use of the Beta Services is subject to the following terms and conditions: (i) You acknowledge and agree that the Beta Services are pre-release versions and may not work properly; (ii) You acknowledge and agree that your use of the Beta Services may expose you to unusual risks of operational failures; (iii) The Beta Services are provided as-is, so we do not recommend using them in production or mission critical environments; (iv) GoDaddy reserves the right to modify, change, or discontinue any aspect of the Beta Services at any time; (v) Commercially released versions of the Beta Services may change substantially, and programs that use or run with the Beta Services may not work with the commercially released versions or subsequent releases; (vi) GoDaddy may limit availability of customer service support time dedicated to support of the Beta Services; (vii) You acknowledge and agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you experience; (viii) You acknowledge and agree that GoDaddy may track your browsing behavior, links clicked, items purchased, your device type, and to collect various data, including analytics, about how you use and interact with our Beta Services; (ix) You acknowledge and agree that all information regarding your use of the Beta Services, including your experience with and opinions regarding the Beta Services, is confidential, and may not be disclosed to a third party or used for any purpose other than providing feedback to GoDaddy; (x) The Beta Services are provided “as is”, “as available”, and “with all faults”.

You acknowledge and agree that we may use your feedback for any purpose, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your use of the Beta Services shall be owned exclusively by GoDaddy. To the fullest extent permitted by law, GoDaddy disclaims any and all warranties, statutory, express or implied, with respect to the Beta Services including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

13. FEES AND PAYMENTS

You agree that your Payment Method may be charged by one of our affiliated entities. If, during your purchase, your payment was identified as being processed in the United States, your transaction will be processed by GoDaddy.com, LLC; if your payment was identified as being processed in Canada, your transaction will be processed by GoDaddy Domains Canada, Inc.; if your payment was identified as being processed in the United Kingdom, your transaction will be processed by GoDaddy Europe, Ltd.; if your payment was identified as being processed in India, your transaction will be processed by GoDaddy India Domains and Hosting Services India Pvt Ltd; if your payment was identified as being processed in Australia, your transaction will be process by GoDaddy Online Services PTY Limited. If, during your purchase, your payment was identified as being processed in a country that is not listed above, your transaction may be processed by an entity within the disclosed country that is affiliated with our local payment service provider, and subject to the provisions of our Privacy Policy.

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

Payment Due at Time of Order; Non-Refundable. You agree to pay all amounts due for Services at the time you order them. All amounts are non-refundable unless otherwise noted in the Refund Policy.

Price Changes. GoDaddy reserves the right to change its prices and fees at any time, and such changes shall either be posted online at this Site and effective immediately without need for further notice to you or notice shall be provided to you by email. If you have purchased or obtained Services for a period of months or years, changes in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Payment Types. Except as prohibited in any product-specific agreement, you may pay for Services by using any of the following "Payment Methods": (i) valid credit card; (ii) "Good As Gold Prepaid Services" (defined below); (iii) electronic payment from your personal or business checking account, as appropriate (and as defined below); (iv) PayPal; (v) International Payment Option (as defined below); (vi) via in-store credit balances, if applicable (and as defined below); or (vii) any other method you use to pay for Services as determined by GoDaddy in its sole and absolute discretion, each a "Payment Method". The "Express Checkout" feature automatically places an order for the applicable Service and charges the default Express Checkout Payment Method for your Account. Confirmation of that order will be sent to the email address on file for your Account. Your Payment Method on file must be kept valid if you have any active Services in your Account. In addition, you agree that the location for the processing of your payments may change for any reason, including the type of Payment Method chosen, the currency selected, or changes or updates made to your Payment Method.

Refunds Issued. You agree that where refunds are issued to your Payment Method, GoDaddy's issuance of a refund receipt is only confirmation that GoDaddy has submitted your refund to the Payment Method charged at the time of the original sale, and that GoDaddy has no control over when the refund will be applied towards your Payment Method's available balance. You further acknowledge and agree that the payment provider and/or individual issuing bank associated with your Payment Method establish and regulate the time frames for posting your refund, and that such refund posting time frames may range from five (5) business days to a full billing cycle, or longer.

In the event a refund is issued to your Payment Method and the payment provider, payment processor or individual issuing bank associated with your Payment Method imposes any limitations on refunds, including but not limited to, limitations as to the timing of the refund or the number of refunds allowed, then GoDaddy, in its sole and absolute discretion, reserves the right to issue the refund either (i) in the form of an in-store credit; (ii) via issuance of a GoDaddy check, which will be sent to the mailing address on file for your Account; or (iii) in some jurisdictions, as a bank transfer, when the payment processor cannot refund back to the Payment Method. GoDaddy also has the right to offer an in-store credit for customers seeking refunds, even if there are no limitations on refunds imposed by the Payment Method.

Monthly Billing Date. If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services, unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

Auto-Renewal Terms. Other than as required by applicable law, GoDaddy does not retain hard copies or electronic versions of mandate, standing order or standing instruction forms and/or any signed consents relating to your usage of our automatic renewal services, and we are therefore unable to provide any such document upon request. You may view or change your automatic renewal settings at any time by logging into your GoDaddy account.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, ALL SERVICES ARE OFFERED ON AUTOMATIC RENEWAL UNLESS OTHERWISE SPECIFIED ON THIS SITE. EXCEPT FOR REASONS DESCRIBED BELOW IN THIS SECTION, AUTOMATIC RENEWAL AUTOMATICALLY RENEWS THE APPLICABLE SERVICE UPON EXPIRATION OF THE THEN CURRENT TERM FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE PERIOD (EXCEPT FOR DOMAIN NAMES WHICH MAY RENEW FOR THE ORIGINAL SERVICE PERIOD). FOR EXAMPLE, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL TYPICALLY BE FOR ONE YEAR. HOWEVER, IN THE EVENT RENEWAL WITH THE PAYMENT METHOD ON FILE FAILS, GODADDY MAY ATTEMPT TO RENEW THE APPLICABLE SERVICE FOR A PERIOD LESS THAN THE ORIGINAL SUBSCRIPTION PERIOD TO THE EXTENT NECESSARY FOR THE TRANSACTION TO SUCCEED.

UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, GODADDY WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT OR YOUR DESIGNATED BACKUP PAYMENT METHOD(S) ON FILE WITH GODADDY. IN AUTOMATICALLY RENEWING YOUR SERVICES, GODADDY WILL FIRST ATTEMPT TO CHARGE THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT. IN THE EVENT GODADDY CANNOT SUCCESSFULLY CHARGE THIS PAYMENT METHOD, WE WILL ATTEMPT TO CHARGE THE PAYMENT METHOD(S) DESIGNATED AS "BACKUP" IN YOUR ACCOUNT. RENEWALS WILL BE CHARGED AT GODADDY'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT MANAGER FROM THIS SITE AND FOLLOW THE STEPS FOUND HERE. IF YOU DO NOT WISH FOR ANY SERVICE TO AUTOMATICALLY RENEW, YOU MAY ELECT TO CANCEL RENEWAL, IN WHICH CASE, YOUR SERVICES WILL TERMINATE UPON EXPIRATION OF THE THEN CURRENT TERM, UNLESS YOU MANUALLY RENEW YOUR SERVICES PRIOR TO THAT DATE. IN OTHER WORDS, SHOULD YOU ELECT TO CANCEL YOUR PRODUCT AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND GODADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, GODADDY MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, GODADDY WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. GODADDY MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) CANCELLING PRODUCTS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND GODADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason GoDaddy is unable to charge your Payment Method for the full amount owed, or if GoDaddy receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that GoDaddy may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any domain names or Services registered or renewed on your behalf. GoDaddy also reserves the right to charge you reasonable "administrative" fees" for (i) tasks GoDaddy may perform outside the normal scope of its Services, (ii) additional time and/or costs GoDaddy may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by GoDaddy in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) UDRP actions(s) in connection with your domain name(s) and/or disputes that require accounting or legal services, whether performed by GoDaddy staff or by outside firms retained by GoDaddy; (iii) recouping any and all costs and fees, including the cost of Services, incurred by GoDaddy as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with GoDaddy.

GoDaddy may offer product-level pricing in various currencies. The transaction will be processed in the selected currency and the pricing displayed during the checkout process will be the actual amount submitted for payment. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charge, which may be added to the final amount that appears on your bank statement or post as a separate amount.

Please check with the issuer of your Payment Method for details. In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

(B) REFUND POLICY

Products and Services available for refunds are described here ("Refund Policy").

(C) GOOD AS GOLD PREPAID SERVICES

Service Details. By using Good As Gold Prepaid Services, you may transfer funds to GoDaddy to fund your Good As Gold Prepaid Services account ("Good As Gold Account"). You may then use your Good As Gold Account to purchase any Services. You may fund your Good As Gold Account by wire transfer.

You acknowledge that funds transferred to your Good As Gold Account will be held by GoDaddy and will not accrue or pay interest for your benefit. To the extent any interest may accrue, you agree that GoDaddy shall be entitled to receive and keep any such amounts to cover costs associated with Good As Gold Prepaid Services.

You agree that all transactions using Good As Gold Prepaid Services will be conducted in U.S. dollars.

Your Good As Gold Account must be funded on an initial basis with no less than funds equivalent to $1,000.00 U.S. dollars.

All payments must be for the full amount required at purchase.

Wire Transfer Details. Wire transfers may be initiated in foreign currency to fund your Good As Gold Account, however the natural currency of the GoDaddy bank account is U.S. Dollars. Foreign currency wires will be automatically converted and deposited in U.S. Dollars. Please note that exchange rate fees may apply.

You are responsible for all wire transfer fees, both incoming and outgoing, associated with your Good As Gold Account. Any non-U.S. wire transfers may be subject to fees by your bank, intermediary banks, or GoDaddy's bank, which may reduce the amount of the money received by GoDaddy's bank and subsequently funded into your Good As Gold Account. You hereby expressly authorize GoDaddy (i) to reduce your Good As Gold Account by the amount of wire transfer fees GoDaddy incurs in order to receive your funds; and/or (ii) to charge a twenty-dollar ($20.00) service fee ("Service Fee") in connection with the termination of your Good As Gold Account. All fees are subject to change at any time, and such changes shall be posted online and effective immediately without need for further notice to you.

You can verify the remaining funds in your Good As Gold Account at any time through your Account or the shopping cart. Should you decide to terminate your Good As Gold Account (or should GoDaddy opt to terminate your Good As Gold Account because you have breached an obligation under the Good As Gold Service Agreement), then the balance in your Good As Gold Account will be refunded, net the Service Fee.

Additional funds may be added to your Good As Gold Account at any time.

Your Use of Good As Gold Prepaid Services. Use of funds in your Good As Gold Account can only be made through the GoDaddy purchase process at GoDaddy's website. Purchases may not be made unless there are sufficient, available funds in your Good As Gold Account at the time of purchase to cover the entire purchase amount, including any related fees as set forth herein or in other relevant agreements.

(D) PAY BY CHECK (ELECTRONIC PAYMENT)

By using GoDaddy's pay by check option ("Pay By Check"), you can purchase GoDaddy Services using an electronic payment (from your personal or business checking account ("Checking Account"), as appropriate). In connection, you agree to allow a third-party check services provider, Certegy Check Services, Inc., ("Check Services Provider") to debit the full amount of your purchase from your Checking Account, which is non-refundable. Check Services Provider will create an electronic funds transfer ("EFT") or bank draft, which will be presented to your bank or financial institution for payment from your Checking Account. The Checking Account must be at a financial institution in the United States, and payment must be in U.S. Dollars.

It is your responsibility to keep your Checking Account current and funded. You agree that (i) Check Services Provider or GoDaddy reserve the right to decline a transaction for any reason (including, but not limited to, payments that fail to go through as a result of your Checking Account no longer existing or not holding available/sufficient funds) and (ii) in such event, neither Check Services Provider nor GoDaddy shall be liable to you or any third party regarding the same. If for any reason Check Services Provider is unable to withdraw the full amount owed for the Services provided, you agree that Check Services Provider and GoDaddy may pursue all available lawful remedies in order to obtain payment (plus any applicable fees). GoDaddy is not responsible for the actions of Check Services Provider. You agree that if the EFT or bank draft is returned unpaid, you will pay a service charge in accordance with the fees permitted by law for each U.S. State. A help article describing the Check Services Provider and outlining the service charges referenced above can be found here. These fees may be debited from your Checking Account using an EFT or bank draft. All fees are in U.S. Dollars.

GoDaddy and its service providers, including but not limited to Check Services Provider and Complete Payment Recovery Services, Inc., may provide you with notices, including by email, regular mail, SMS, MMS, text message, postings on the services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate these terms of service by accessing the services in an unauthorized manner. Your agreement to these terms of service constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the services in an authorized manner. Failure to receive such notices for any reason shall not excuse any payment or other obligation to GoDaddy and Check Services Provider. You further expressly authorize GoDaddy and its service providers, including but not limited to Check Services Provider and Complete Payment Recovery Services, Inc., and their affiliates to contact you, via auto-dialer, pre-recorded messages, or any other method, on any of your mobile phone numbers or emails. You further acknowledge that email addresses you provide are not shared, accessed by others and are not employer-related email addresses.

(E) INTERNATIONAL PAYMENT OPTIONS

GoDaddy offers a variety of alternative international payment options through a variety of International Payment Providers (“IPP”). In the event you select an IPP, you represent that you have already agreed to any and all of the IPP’s applicable customer service agreements in advance of completing your transaction at GoDaddy. You also agree to allow the IPP to debit the full amount of your purchase from the selected account or payment method, collectively “Funding Sources”. In addition, you agree to allow the selected IPP to debit, if applicable, an “Exchange Rate Conversion Fee”, as well as any other fees or charges applicable to your agreement with the IPP (collectively, the “IPP Fees”), from your Funding Sources. You understand and agree that IPP Fees are subject to change at any time by the IPP without notice to you by GoDaddy.

It is your responsibility to keep your Funding Sources current and funded. You agree that (i) the IPP or GoDaddy reserve the right to decline a transaction for any reason and (ii) neither the IPP nor GoDaddy shall be liable to you or any third party regarding the same. You acknowledge that GoDaddy will not attempt to fulfill the Services purchased by you until GoDaddy receives confirmation of payment from the IPP through its associated payment processor. You acknowledge there may be a gap of several hours or days between the time you place an order and the time the IPP confirms payment through its associated payment processor. If GoDaddy does not receive confirmation of payment from the IPP through its associated payment processor within thirty (30) days from when the order is placed, your order may be cancelled, at which time you will need to commence the purchase process again. In the event that you would like to cancel payment for a pending transaction, you may cancel the order through your GoDaddy account. Payments received on previously cancelled orders will be automatically refunded to the original Payment Method when possible.

If, at the time GoDaddy receives confirmation of payment from the IPP (through its associated payment processor), either (i) the Services (including domain names) are no longer available for purchase; or (ii) a pending order has been cancelled in our systems; or (iii) the confirmation of payment does not match the dollar amount of the pending order, and as a result your purchase is either over-funded or under-funded, GoDaddy may automatically issue a partial refund (in the case of over-funding) or a full refund (in the case of under-funding) to your Funding Source. If the IPP (or its associated payment processor) imposes refund limitations of any kind, GoDaddy reserves the right to issue refunds to an in-store credit balance or as a bank transfer, when the payment processor cannot refund back to the Payment Method. If you receive a full refund, you will need to begin the purchase process again. You agree that the IPP reserves the right not to refund IPP Fees associated with a refunded transaction. Accordingly, any refunds issued by GoDaddy will be net of the IPP Fees unless otherwise specified.

(F) IN-STORE CREDIT BALANCES

In the event that your Account contains an in-store credit balance: (1) you may apply any available credit balance to any future purchase in your Account; and (2) you authorize GoDaddy to apply any available credit balance to any upcoming product renewals, outstanding administrative fees, chargebacks, or other fees related to your Account, including partial payments. Regardless of the amount of in-store credit available in your account, GoDaddy is not responsible for the loss of products resulting from an inability to collect funds from your Payment Methods or the in-store credit. In-store credits will be applied based on the currency selected in the shopping cart at the time of purchase (or renewal). If you have more than one in-store credit, then the credits will be processed according to the age of the credit, with the oldest in-store credit being applied first. If additional funds are required to complete the purchase or renewal, credits held in a non-selected currency will be converted using GoDaddy's daily exchange rate based on the age of the credit (oldest to newest) until (i) enough funds are allocated to complete the transaction, or (ii) there is no available balance left in your account. You understand and agree that at the time of conversion, GoDaddy may also impose an additional administrative fee.

You can verify your available in-store credit balance at any time through your Account on the GoDaddy website. You acknowledge that in-store credit balances are non-transferable, may only be used in the Account in which they were acquired and may expire. Complimentary in-store credits will expire two years after issuance or within any other time period GoDaddy may specify in your Account. In the event that GoDaddy terminates your Account, you acknowledge and agree that any remaining available in-store credit balance will be forfeited.

You also acknowledge that funds available in your in-store credit balance will be held by GoDaddy and will not accrue or pay interest for your behalf. To the extent any interest may accrue, you agree that GoDaddy is entitled to receive and keep any such amounts to cover costs associated with supporting the in-store credit balance functionality.

(G) EXPIRED DOMAIN NAME PURCHASES

For expired domain names purchased through your account, you agree that you are responsible for payment within forty-eight (48) hours of auction close for the successful bid amount plus the one (1) year renewal or transfer fee (from the end of the domain name's previous registration period), plus ICANN fee, if applicable, or any valid payment method associated with the account, will be charged on the third day following the auction close. If we are unable to collect payment, you may lose the rights to purchase the domain name.

(H) ROUND UP FOR CHARITY

If you participate in Round Up for Charity, you hereby authorize GoDaddy to either 1) donate an amount selected by you, or 2) round up your transaction to the nearest dollar and donate 100% of the difference, to a small business relief fund ("Donation"). GoDaddy will take reasonable steps to ensure your Donation is properly disbursed, in our sole discretion, to qualifying small businesses negatively impacted by the COVID-19 pandemic and will not withhold any Donation made by you through Round Up For Charity. You understand your Donation is not eligible for a refund or in-store credit.

(I) BUY NOW PAY LATER OPTIONS

Use of a "buy now pay later" option such as an installment payment or financing is subject to the following terms and conditions. You acknowledge and agree that GoDaddy shall not be liable to you or any third party regarding any interest, late fee, other amount, collection effort, or change in credit score that arises out of or relates to the buy now pay later option. You further agree that repayment of a buy now pay later option may be governed by your agreement with a third party. Any representation that GoDaddy makes regarding a repayment term related to a buy now pay later option is for convenience only. A repayment term such as a required down payment, late fee, or interest might vary or be subject to change, and is in the control of a third party. Notwithstanding the foregoing, GoDaddy shall not be responsible or otherwise liable to you or any third party for disclosing or failing to disclose any repayment term, which you are responsible for determining.

Certain installment payment options will only apply to a selected Service term, which may auto-renew for the full amount unless you manually renew the Service term with a subsequent installment payment.

(J) GENERAL TERMS REGARDING PAYOUTS FROM GODADDY

GoDaddy will make any payment(s) owed to you to the payment method of your choice, subject to the terms below ("Payout(s)"). In order to receive a Payout from GoDaddy, you will need to set up a payee and assign it to your account.

Set up a Payee Account

Fees. A list of supported payment methods, applicable fees, and minimum payment thresholds are published here:
Payee Account Information

If for any reason GoDaddy is unable to process your Payout for the full amount owed, or if GoDaddy receives notification of a reversal or payment dispute, or is charged a penalty for any Payout, you agree that GoDaddy may pursue all available lawful remedies regarding such fees. Typical administrative or processing fee scenarios include, but are not limited to recouping any and all costs and fees, including the cost of Services, incurred by GoDaddy as the result of failed Payouts or other payment disputes brought by you, your bank or Payout processor. These administrative fees or processing fees will be deducted from any amounts due or directly debited from your Payout account.

Fee Changes. GoDaddy reserves the right to change its prices and fees at any time, and such changes shall be posted online at this Site and effective immediately without need for further notice to you.

14. ADDITIONAL RESERVATION OF RIGHTS

GoDaddy expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by GoDaddy in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by GoDaddy in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry or registrar, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with court orders against you and/or your domain name or website and applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, (viii) to avoid any civil or criminal liability on the part of GoDaddy, its officers, directors, employees and agents, as well as GoDaddy's affiliates, including, but not limited to, instances where you have sued or threatened to sue GoDaddy, or (ix) to respond to an excessive amount of complaints related in any way to your Account, domain name(s), or content on your website that could result in damage to GoDaddy’s business, operations, reputation or shareholders.

GoDaddy expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

GoDaddy expressly reserves the right to terminate, without notice to you, any and all Services where, in GoDaddy's sole discretion, you are harassing or threatening GoDaddy and/or any of GoDaddy's employees.

GoDaddy Content. Except for User Content, the content on this Site and the Services, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("GoDaddy Content"), are owned by or licensed to GoDaddy in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. GoDaddy Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of GoDaddy. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. GoDaddy reserves all rights not expressly granted in and to the GoDaddy Content, this Site and the Services, and this Agreement do not transfer ownership of any of these rights.

15.NO SPAM; LIQUIDATED DAMAGES

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

1. Email Messages
2. Newsgroup postings
3. Windows system messages

4. Pop-up messages (aka "adware" or "spyware" messages)
5. Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)
6. Online chat room advertisements
7. Guestbook or Website Forum postings
8. Facsimile Solicitations
9. Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by this no spam policy. Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the account, products, or services in question are being used in association with spam, we may re-direct, suspend, or cancel any account, web site hosting, domain registration, email boxes, or other applicable products or services. In such event, at our election, we may require you to respond by email to us stating that you will cease to send spam and/or have spam sent on your behalf and to require a non-refundable reactivation fee to be paid before the site, email boxes, and/or services are reactivated.

We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email or through our Spam Abuse Complaint Center on the Web. Web: report abuse.

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay us liquidated damages in the amount of $1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

16. TRADEMARK AND/OR COPYRIGHT CLAIMS

GoDaddy supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to GoDaddy's Trademark and/or Copyright Infringement Policy referenced above and available here.

17. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by GoDaddy. GoDaddy assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, GoDaddy does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release GoDaddy from any and all liability arising from your use of any third-party website. Accordingly, GoDaddy encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

18. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND GODADDY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT AUTO-GENERATED OUTPUTS INCLUDING TEXT, LOGOS, NAMES, SLOGANS, ETC. HAVE NOT BEEN REVIEWED FOR ACCURACY OR INTELLECTUAL PROPERTY CLEARANCE. GODADDY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE ACCURACY, RELIABILITY,

WHETHER OUTPUTS MAY INFRINGE ON THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, ETC. YOU SHOULD SEEK INDEPENDENT PROFESSIONAL LEGAL ADVICE BEFORE YOU RELY ON ANY AUTO-GENERATE OUTPUT.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

19. LIMITATION OF LIABILITY

IN NO EVENT SHALL GODADDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, “X-RATED”, OBSCENE OR OTHERWISE OBJECTIONABLE, (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON

WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT GODADDY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (XI) ANY AUTO-GENERATED OUTPUTS CREATED USING THE SERVICES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL GODADDY'S TOTAL AGGREGATE LIABILITY EXCEED $10,000.00 U.S. DOLLARS.
THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

20. INDEMNITY

You agree to protect, defend, indemnify and hold harmless GoDaddy and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by GoDaddy directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

21. COMPLIANCE WITH LOCAL LAWS

GoDaddy makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

22. DISPUTES, BINDING INDIVIDUAL ARBITRATION AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

(A) *Disputes.* The terms of this Section shall apply to all Disputes between you and GoDaddy, except for disputes governed by the Uniform Domain Name Dispute Resolution Policy referenced above and available here. For the purposes of this Section, "Dispute" shall mean any dispute, claim, or action between you and GoDaddy arising under or relating to any GoDaddy Services or Products, GoDaddy's websites, these Terms, or any other transaction involving you and GoDaddy, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND GODADDY AGREE THAT "DISPUTE" AS DEFINED IN THESE TERMS SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR GODADDY FOR (I) TRADE SECRET MISAPPROPRIATION, (II) PATENT INFRINGEMENT, (III) COPYRIGHT INFRINGEMENT OR MISUSE, AND (IV) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in these Terms, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

(B) *Binding Arbitration.* You and GoDaddy further agree: (i) to arbitrate all Disputes between the parties pursuant to the provisions in these Terms; (ii) these Terms memorialize a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section; and (iv) this Section shall survive termination of these Terms. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction, as limited by the Limitation of Liability set forth in Section 19 of this Agreement and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

(C) *Small Claims Court.* Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

(D) *Dispute Notice.* In the event of a Dispute, you or GoDaddy must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to GoDaddy must be addressed to: GoDaddy, 2155 E. GoDaddy Way, Tempe, AZ 85284, Attn.: Legal Department (the "GoDaddy Notice Address"). The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you. If GoDaddy and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or GoDaddy may commence an arbitration proceeding pursuant to this Section. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

(E) *WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.* YOU AND GODADDY AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR GODADDY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

(F) *Arbitration Procedure*. If a party elects to commence arbitration, the arbitration will be administered by the American Arbitration Association ("AAA") and governed by the Consumer Arbitration Rules of the AAA ("AAA Rules") in conjunction with the rules set forth in these Terms, except that AAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. The AAA Rules are at www.adr.org or by calling 1-800-778-7879. If there is a conflict between the AAA Rules and the rules set forth in these Terms, the rules set forth in these Terms shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws, as limited by the Limitation of Liability set forth in Section 19 of this Agreement. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator shall also have exclusive authority to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (i) trade secret misappropriation, (ii) patent infringement, (iii) copyright infringement or misuse, or (iv) trademark infringement or dilution, which are excluded from the definition of "Disputes" as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence (or principal place of business if you are a small business), or in Maricopa County, Arizona, at your option.

(G) *Initiation of Arbitration Proceeding.* If either you or GoDaddy decide to arbitrate a Dispute, we agree to the following procedure:

i. Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.adr.org ("Demand for Arbitration: Consumer Arbitration Rules").

ii. Send one copy of the Demand for Arbitration to AAA by mail at American Arbitration Association Case Filing Services 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.

iii. Send one copy of the Demand for Arbitration to the other party at the same address as the Dispute Notice, or as otherwise agreed to by the parties.

(H) *Hearing Format.* In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by GoDaddy or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or GoDaddy is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

(I) *Arbitration Fees and Payments.*

i. Disputes involving $75,000.00 or less. GoDaddy will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject GoDaddy's last written settlement offer made before the arbitrator was appointed ("GoDaddy's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than GoDaddy's last written offer, GoDaddy will: (i) pay the greater of the award or $1,000.00; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and GoDaddy agree on them.

ii. Disputes involving more than $75,000.00. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

iii. Disputes involving any amount. In any arbitration you commence, GoDaddy will seek its AAA or arbitrator's fees and expenses, or your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration GoDaddy commences, GoDaddy will pay all filing, AAA, and arbitrator's fees and expenses. GoDaddy will not seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not included in determining the amount in dispute.

(J) *Claims or Disputes Must be Filed Within One Year.* To the extent permitted by law, any claim or dispute to which this Section applies must be filed within one year in small claims or in arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If not filed within one year, the claim or dispute will be permanently barred.

(K) *30-Day Opt-out Period.* IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION IN THIS DISPUTES SECTION, YOU MUST NOTIFY GODADDY BY E-MAILING LEGALOPTOUT@GODADDY.COM WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THESE TERMS (UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW). In the e-mail, you must provide your (a) first name, (b) last name, (c) address, (d) phone number, and (e) account number(s) and state the following: "I wish to opt out of the arbitration provision contained in GoDaddy's Universal Terms of Service Agreement." By providing your information in the method above, you are opting out of the agreement to arbitrate contained in GoDaddy's Universal Terms of Service. Your opt-out request will only be valid if made within thirty (30) days of first accepting the Universal Terms of Service. In the event that you opt-out consistent with the procedure set forth above, all other terms contained herein shall continue to apply, including those related to the applicable governing law and the court(s) in which legal disputes may be brought.

(L) *Amendments to this Section.* Notwithstanding any provision in these Terms to the contrary, you and GoDaddy agree that if GoDaddy makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to GoDaddy's address) in these Terms, GoDaddy will notify you and you will have thirty (30) days from the date of notice to affirmatively opt-out of any such amendments. If you affirmatively opt-out of any future amendments, you are agreeing that you will arbitrate any Dispute between us in accordance with the language of this Section as stated in these current Terms, without any of the proposed amendments governing. If you do not affirmatively opt-out of any future amendments, you will be deemed to have consented to any such future amendments.

(M) *Severability.* If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of these Terms.

(N) *Exclusive Venue for Other Controversies.* GoDaddy and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Section (other than an individual action filed in small claims court) shall be filed only in the

Superior Court of Maricopa County, Arizona, or the United States District Court for the District of Arizona, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy. You also agree to waive the right to trial by jury in any such action or proceeding.

23. UNCLAIMED PROPERTY; DORMANCY CHARGES

Please be advised that if a customer has an outstanding account balance (a credit positive balance) for three (3) years or more for any reason, and (i) GoDaddy is unable to issue payment to such customer or (ii) GoDaddy issued payment to such customer in the form of a paper check, but the check was never cashed, then GoDaddy shall turn over such account balance to the State of Arizona in accordance with state law. You acknowledge and agree that in either case (i) or (ii) above, GoDaddy may withhold a dormancy charge in an amount equal to the lesser of $25.00 or the total outstanding account balance associated with such customer.

24. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

25. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

26. U.S. EXPORT LAWS

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws"). Users shall not use the Services found at this Site to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including “anti-boycott”, “deemed export” and “deemed re-export” regulations). If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

27. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

28. ENGLISH LANGUAGE CONTROLS

This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the “Agreement”), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

29. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

GoDaddy Legal Department
2155 E. GoDaddy Way
Tempe, AZ 85284
legal@godaddy.com

Legal Agreements Universal Terms Of Service Agreement

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EXHIBIT D

COZEN
O'CONNOR

Tom M. O'Rourke
Direct Phone 215-665-5585
Direct Fax 215-989-4210
tmorourke@cozen.com

December 15, 2022

VIA U.S. CERTIFIED MAIL
VIA FED EX
VIA EMAIL

Atlantic Media, LLC
452 Deer Valley Drive
Ponte Vedra Beach, FL 32081
atlanticmediaco@gmail.com

Re: Dispute Notice, Final Demand for Payment and Notice of Full Reservation of Rights

To whom it may concern:

This law firm represents GoDaddy Payments, LLC ("GoDaddy"). Capitalized terms used herein and not otherwise defined shall be ascribed the meanings given to them in the GoDaddy Universal Terms of Service Agreement ("UTOS") and/or the GoDaddy Commerce Service Agreement ("Service Agreement"). Pursuant to Section 22(D) of the UTOS, this letter serves as a Dispute Notice from GoDaddy to Atlantic Media, LLC ("Atlantic") regarding Atlantic's failure to timely pay and indemnify GoDaddy for $1,760,905 in outstanding amounts owed as of the date of this Dispute Notice, plus interest, under the Service Agreement.

The Service Agreement requires Atlantic to promptly pay GoDaddy for amounts owed under the Service Agreement, including, but not limited to, Chargebacks, which include reversals of any Transaction for any reason. Section 3.2 of the Service Agreement provides in relevant part:

> You [Atlantic] are responsible for fines and indemnified losses charged by or payable to third parties (including Bank, Processor, and/or any Payment Network), in either case related to or associated with your use of GD Payments, your Transactions, and/or your processing activity.

This includes, but is not limited to, Atlantic's obligation "to immediately pay, all Chargebacks and any and all fees, charges, and liability assessments related to Chargeback(s) associated with your Transactions." Service Agreement, § 8.6.1.

Beginning in June 2022, numerous Chargebacks occurred in connection with Transactions involving your use of GoDaddy's services pursuant to the Services Agreement. GoDaddy demanded payment from Atlantic for amounts due for Chargebacks. Although Atlantic recognized that it was responsible to satisfy these payment obligations and made certain payments towards the outstanding balance, it has, to date, failed to fully satisfy its payment obligations under the Service Agreement. As a result, in addition to all outstanding amounts due for Chargebacks, Atlantic is responsible for, *inter alia*, all applicable interest on the amount owed and any attorneys’ fees, costs, and/or expenses incurred by GoDaddy in connection with this dispute.[1]

Please note that pursuant to Section 22(D) of the UTOS, if GoDaddy and Atlantic do not reach an agreement to resolve this dispute within sixty (60) days, GoDaddy may commence an arbitration proceeding against Atlantic. In an effort to resolve this matter amicably, GoDaddy hereby makes final demand that Atlantic pay GoDaddy $1,760,905 on or before **February 15, 2023**. This amount does not include interest or GoDaddy’s attorneys’ fees and costs incurred due to Atlantic’s failure to promptly pay GoDaddy. If, on or before **February 15, 2023**, Atlantic does not pay GoDaddy $1,760,905 and the parties are otherwise unable to resolve their dispute, GoDaddy reserves its right to pursue an arbitration against Atlantic to obtain any and all damages available to GoDaddy, including, but in no way limited to, damages available under the UTOS and/or the Services Agreement.

Pursuant to Section 22(D) of the UTOS, GoDaddy provides the name, address and contact information of the party giving notice:

GoDaddy Payments, LLC
c/o Tom O’Rourke
Cozen O’Connor
One Liberty Place
1650 Market Street, Suite 2800
Philadelphia, PA 19103
Tel: 215-665-5585
Email: tmorourke@cozen.com

Finally, please note that the acceptance by GoDaddy of any payment due under the UTOS and/or Service Agreement will be without prejudice to any rights and remedies of GoDaddy under the UTOS, Service Agreement, and/or any other provision of law, including, but not limited to, GoDaddy’s rights to any additional payments for Chargebacks that may arise in the future. GoDaddy hereby reserves, and does not waive, any and all rights and remedies under the UTOS, Service Agreement, and/or any other provision of law.

Sincerely,

COZEN O'CONNOR

Tom

By: Tom M. O'Rourke

TMO

cc: Paula Zecchini (via email)
Mike Wood (via email)
Young-Eun Park (via email)

---

[1] *See*, *e.g.*, Service Agreement, § 3.2 (providing that Atlantic is responsible for all interest on unpaid indemnified losses due under the Service Agreement); *id.*, § 23.1 (providing that Atlantic is responsible, *inter alia*, for all costs, expenses, and/or attorneys’ fees arising out of “your Transactions or use of the GD Payments (including, without limitation, for refunds, Chargebacks, or liability assessments imposed by the Payment Networks)[.]”).

Exhibit 2

ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION
PURSUANT TO CONSUMER ARBITRATION RULES

GODADDY PAYMENTS, LLC, and
POYNT, LLC,

Claimants,

v.

ATLANTIC MEDIA, LLC,
ADAM JOHNSON, and MICHELLE
JOHNSON,

Respondents.

Case No. 01-23-0002-9053

Arbitrator Robert R. Berk

CONSENT AWARD

I, Robert Berk, the UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties on July 6, 2021, and having been duly sworn, and the parties, each represented by counsel, having reached a settlement of their dispute, hereby make the terms set forth in that settlement dated April 26, 2024, my Award.

1) The Claimants Go Daddy Payments, LLC and Poynt, LLC (collectively "Claimants") submitted a Statement of Claim dated June 27, 2023;

2) Claimants and Respondents Atlantic Media, LLC, Adam Johnson, and Michelle Johnson (collectively, "Respondents") submitted a joint stipulation on April 23, 2024 in which Respondents stipulated and agreed that:

a) Respondents do not dispute any of the allegations of Claimants' Statement of Claim and acknowledge and admit that those allegations are true;

b) Respondents admit that they are each jointly and severally liable under all four counts set forth in the Statement of Claim, which include breach of contract (Counts 1-11), fraud (Count III) and unjust enrichment (Count IV);

c) Respondents acknowledge and agree that the damages suffered by Claimants extending from the actions and omissions set forth in the Statement of Claim are $1,807,874, and with contractual interest to date at a rate of 1.5% per month, the damages total $2,214,645.65; and

d) Respondents agree the fees suffered by Claimants in connection with this arbitration to date are $62,189, and the associated costs are $6,243.58, for a total of $68,432.58;

3) Upon consideration of Claimants' Statement of Claim and Respondents' admission and acknowledgement of liability for the damages suffered by Claimants, it is hereby

ORDERED that:

a) Atlantic Media, LLC, Adam Johnson, and Michelle Johnson are jointly and severally liable to Claimants for breach of contract, fraud, and unjust enrichment.

b) Claimants are hereby AWARDED, and Respondents shall pay, $1,807,874 in damages to Claimants. Consistent with Rule 44 of the American Arbitration Association Consumer Arbitration Rules, Claimants are also awarded appropriate pre-award interest at the contracted rate of 1.5% per month against Respondents from December 15, 2022 to April 11, 2024 in the amount of $406,771.65 for a total of $2,214,645.65;

c) Claimants are also hereby AWARDED, and Respondents shall pay, $2,283,078.23 for the legal fees and costs incurred in this proceeding by Claimants.

The administrative fees of the American Arbitration Association totaling $2,000 shall be borne as incurred, and the compensation of the arbitrator totaling $1,250 shall be borne as incurred.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

5-6-24

Date

Robert R. Berk, Arbitrator

I, Robert R. Berk, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my Final Award.

5-6-24

Date

Robert R. Berk, Arbitrator

Exhibit 3

IN THE CIRCUIT COURT OF THE
7TH JUDICIAL CIRCUIT, IN AND
FOR ST. JOHNS COUNTY,
FLORIDA

GODADDY PAYMENTS, LLC
and POYNT, LLC,

Petitioners,

Case No. ___________________

v.

ATLANTIC MEDIA, LLC,
ADAM JOHNSON, and
MICHELLE JOHNSON,

Respondents.
_______________________/

ORDER ON PETITION TO CONFIRM ARBITRATION AWARD

This cause having come before the Court on the Petition to Confirm Arbitration Award and for Entry of Final Judgment Confirming Arbitration Award ("Petition") filed by Petitioners GoDaddy Payments, LLC and Poynt, LLC ("Petitioners") against Respondents Atlantic Media, LLC, Adam Johnson and Michelle Johnson ("Respondents), and the Court having considered the Petition and its attachments and being otherwise fully advised in the premises, it is hereby ORDERED and ADJUDGED as follows:

1. Pursuant to Section 682.15, the Petition is GRANTED and the Arbitration Award attached to the Petition as Exhibit 2 is CONFIRMED.

2. The Court will separately enter Final Judgment in favor of Petitioners and against Respondents.

DATED this _________ day of _________, 2024.

____
Circuit Court Judge

Copies to: All counsel of record

Exhibit 4

IN THE CIRCUIT COURT OF THE
7TH JUDICIAL CIRCUIT, IN AND
FOR ST. JOHNS COUNTY,
FLORIDA

GODADDY PAYMENTS, LLC
and POYNT, LLC,

Petitioners,

Case No. ____________________

v.

ATLANTIC MEDIA, LLC,
ADAM JOHNSON, and
MICHELLE JOHNSON,

Respondents.
_________________________/

FINAL JUDGMENT

This cause having come before the Court on the Petition to Confirm Arbitration Award and for Entry of Final Judgment Confirming Arbitration Award (the "Petition") filed by Petitioners GoDaddy Payments, LLC and Poynt, LLC ("Petitioners") against Respondents Atlantic Media, LLC, Adam Johnson and Michelle Johnson ("Respondents), and the Court having considered the Petition and its attachments and being otherwise fully advised in the premises, it is hereby ORDERED and ADJUDGED as follows:

1. Pursuant to Section 682.15, Final Judgment is hereby entered against Respondents and in favor of Petitioners.

2. GoDaddy Payments, LLC, a Delaware limited liability company, whose address is 2155 E. GoDaddy Way, Tempe, Arizona, and Poynt, LLC, a Delaware limited liability company, whose address is 2155 E. GoDaddy Way, Tempe, Arizona, shall have and recover of and from Respondents, jointly and severally, Atlantic Media, LLC, whose address is 452 Deer Valley Dr.,

Ponte Vedra, Florida 32081, Adam Johnson, whose address is 452 Deer Valley Dr., Ponte Vedra, Florida 32081, and Michelle Johnson whose address is 452 Deer Valley Dr., Ponte Vedra, Florida 32081, the total sum of **$2,283,078.23**, which sum shall continue to bear interest at the legal rate of 9.34% per year from the date of the judgment, and at the legal rate thereafter, until satisfied, all for which let execution issue forthwith.

3. It is further ordered and adjudged that Respondent, Atlantic Media, LLC, shall complete under oath the attached Florida Rule of Civil Procedure Form 1.977(b) (Fact Information Sheet), including all required attachments, and serve it on Petitioners' attorney, within 45 days from the date of this Final Judgment, unless the final judgment is satisfied, or post-judgment discovery is stayed.

4. It is further ordered and adjudged that Respondent, Adam Johnson, shall complete under oath the attached Florida Rule of Civil Procedure Form 1.977(a) (Fact Information Sheet), including all required attachments, and serve it on Petitioners' attorney, within 45 days from the date of this Final Judgment, unless the final judgment is satisfied, or post-judgment discovery is stayed.

5. It is further ordered and adjudged that Respondent, Michelle Johnson, shall complete under oath the attached Florida Rule of Civil Procedure Form 1.977(a) (Fact Information Sheet), including all required attachments, and serve it on Petitioners' attorney, within 45 days from the date of this Final Judgment, unless the final judgment is satisfied, or post-judgment discovery is stayed.

6. The Court shall retain jurisdiction of this matter to (i) enforce the terms and provisions of this Final Judgment; (ii) enter such further orders as may be necessary, including, without limitation, orders that are proper to Respondents to comply with the terms herein.

DONE and ORDERED in Chambers at St. John’s County, Florida on this ____ day of June 2024.

____
Circuit Court Judge

Copies to: All counsel of record

Form 1.977(a). FACT INFORMATION SHEET

For Individuals.

IN THE CIRCUIT COURT OF THE
7TH JUDICIAL CIRCUIT, IN AND
FOR ST. JOHNS COUNTY,
FLORIDA

GODADDY PAYMENTS, LLC
and POYNT, LLC,

Petitioners,

Case No. ____________________

v.

ATLANTIC MEDIA, LLC,
ADAM JOHNSON, and
MICHELLE JOHNSON,

Respondents.
_________________________/

FACT INFORMATION SHEET

Full Legal Name: ____
Nicknames or Aliases: ____
Residence Address: ____
Mailing Address (if different): ____
Telephone Numbers: (Home): ____________________(Business): ______________________
Name of Employer: ____
Address of Employer: ____
Position or Job Description: ____
Rate of Pay: $ _______per ______. Average Paycheck: $ _______per ______________
Average Commissions or Bonuses: $ ____per ___________Commissions or bonuses are based on ______________________________
Other Personal Income: $ ____from ____
(Explain details on the back of this sheet or an additional sheet if necessary.)
Social Security Number: ___________Birthdate: __________________
Driver's License Number: _______________________________________
Marital Status: ___________________Spouse's Name: _________________________

* * * * * * * *

Spouse Related Portion

Spouse's Address (if different): ____

Spouse's Social Security Number: ________________Birthdate: _________________________
Spouse's Employer: ____
Spouse's Average Paycheck or Income: $ ________per ___________________________________
Other Family Income: $ __________per ______________

(Explain details on back of this sheet or an additional sheet if necessary.) Describe all other accounts or investments you may have, including stocks, mutual funds, savings bonds, or annuities, on the back of this sheet or on an additional sheet if necessary.

* * * * * * * *

Names and Ages of All Your Children (and addresses if not living with you):
____
Child Support or Alimony Paid: $ __________per ______________________________________
Names of Others You Live With: ____
Who is Head of Your Household? ___________You ____Spouse ____Other Person___________

Checking Account at: ___________________Account # _________________________________

Savings Account at: _____________________Account # ________________________________

For Real Estate (land) You Own or Are Buying:
Address: ____
All Names on Title: ____
Mortgage Owed to: ____
Balance Owed: ____
Monthly Payment: $____

(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or an additional sheet if necessary. Also provide the same information on any other property you own or are buying.)

For All Motor Vehicles You Own or Are Buying:

Year/Make/Model: ___________Color: _______________
Vehicle ID No.: ___________Tag No: ___________Mileage: __________
Names on Title: ___________Present Value: $ ______________________
Loan Owed to ____
Balance on Loan: $_________________________
Monthly Payment: $ ________________________

(List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or an additional sheet if necessary.)

Have you given, sold, loaned, or transferred any real or personal property worth more than $100 to any person in the last year? If your answer is "yes," describe the property, market value, and sale price, and give the name and address of the person who received the property.

Does anyone owe you money? Amount Owed: $ ____________________________________
Name and Address of Person Owing Money: _______________________________________
Reason money is owed: ____

Please attach copies of the following:
a. Your last pay stub.
b. Your last 3 statements for each bank, savings, credit union, or other financial account.
c. Your motor vehicle registrations and titles.
d. Any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting.
e. Your financial statements, loan applications, or lists of assets and liabilities submitted to any person or entity within the last three years.
f. Your last two income tax returns filed.

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

____
Judgment Debtor

STATE OF FLORIDA
COUNTY OF ________

The foregoing instrument was acknowledged before me this ______ day of ______ (year) _______________________(name of person making statement), who is personally known to me or has produced as identification and who ________(did/did not) take an oath.

Witness my hand and official seal, this ___________day of ____________, (year).

____
Notary Public State of Florida
My Commission expires:

AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITORS' ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY, THE JUDGEMENT DEBTOR SHALL FILE WITH THE CLERK OF THIS COURT A NOTICE OF COMPLIANCE

NOTICE OF SERVICE FACT INFORMATION SHEET

IN THE CIRCUIT COURT OF THE
7TH JUDICIAL CIRCUIT, IN AND
FOR ST. JOHNS COUNTY,
FLORIDA

GODADDY PAYMENTS, LLC
and POYNT, LLC,

Petitioners,

Case No. ____________________

v.

ATLANTIC MEDIA, LLC,
ADAM JOHNSON, and
MICHELLE JOHNSON,

Respondents.
________________________/

Notice is hereby given that the undersigned judgment debtor has completed the fact information sheet required by Rule 1.560, Florida Rules of Civil Procedure, and has served on or delivered the same to ________, the judgment creditor or his attorney, at ______________ (address) by hand delivery or regular U.S. mail, postage prepaid this __(date).

____
Judgment Debtor

____
Address

____
Phone

Form 1.977(b). FACT INFORMATION SHEET

For Corporations and Other Business Entities.

IN THE CIRCUIT COURT OF THE
7TH JUDICIAL CIRCUIT, IN AND
FOR ST. JOHNS COUNTY,
FLORIDA

GODADDY PAYMENTS, LLC
and POYNT, LLC,

Petitioners,

Case No. ____________________

v.

ATLANTIC MEDIA, LLC,
ADAM JOHNSON, and
MICHELLE JOHNSON,

Respondents.
_________________________/

FACT INFORMATION SHEET

Name of Entity: ____
Name and title of person filling out this form: ____
Telephone Number: ____
Place of business: ____
Mailing address (if different): ____
Gross/taxable income reported for federal income tax purposes last three years:
$____________/$___________ $___________/$___________ $____________/$__________
Is this entity an S corporation for federal income tax purposes? ____ Yes _____ No

Average number of employees per month: ___________________________________
Name of each shareholder, member, or partner owning 5% or more of the entity's common stock, preferred stock, or other equity interest: ____
Names of officers, directors, members, or partners: ____________________________________
Checking account at: ______________________________ Account # ______________________
Savings account at: _______________________________ Account # ______________________

Does the entity own any vehicles? ______ Yes ____ No
For each vehicle please state:

Year/Make/Model: ____________Color: ______________
Vehicle ID No.: ____________Tag No: ___________Mileage: __________

Names on Title: ____________Present Value: $ ______________________
Loan Owed to ____
Balance on Loan: $_________________________
Monthly Payment: $ ________________________

Does the entity own any real property? _____ Yes ____ No
For Real Estate (land) you own or are buying:
If yes, please state the address(es): ____

Please check if the entity owns the following:
___Boat
___Camper
___ Stocks/bonds
___ Other real property
___ Other personal property

Please attach copies of the following:

1. Copies of state and federal income tax returns for the past 3 years.
2. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.
3. All canceled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
4. All deeds, leases, mortgages, or other written instruments evidencing any interest in or ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
5. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
6. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
7. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
8. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
9. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

____
Judgment Debtor's Designated
Representative/Title

STATE OF FLORIDA
COUNTY OF _________

The foregoing instrument was acknowledged before me this ______ day of ______ (year) _______________________(name of person making statement), who is personally known to me or has produced as identification and who ________(did/did not) take an oath.

Witness my hand and official seal, this ____________day of ____________, (year).

____
Notary Public State of Florida
My Commission expires:

THIS JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.

Type of identification produced: ____

YOU MUST MAIL OR DELIVER THIS COMPLETED FORM, WITH ALL ATTACHMENTS, TO THE PLAINTIFF JUDGMENT CREDITOR OR THE PLAINTIFF'S JUDGMENT CREDITOR'S ATTORNEY, BUT DO NOT FILE THIS FORM WITH THE CLERK OF THE COURT.

NOTICE OF SERVICE FACT INFORMATION SHEET

IN THE CIRCUIT COURT OF THE
7TH JUDICIAL CIRCUIT, IN AND
FOR ST. JOHNS COUNTY,
FLORIDA

GODADDY PAYMENTS, LLC
and POYNT, LLC,

Petitioners,

Case No. ____________________

v.

ATLANTIC MEDIA, LLC,
ADAM JOHNSON, and
MICHELLE JOHNSON,

Respondents.
_________________________/

Notice is hereby given that the undersigned judgment debtor has completed the fact information sheet required by Rule 1.560, Florida Rules of Civil Procedure, and has served on or delivered the same to ________, the judgment creditor or his attorney, at _____________ (address) by hand delivery or regular U.S. mail, postage prepaid this __(date).

____
Judgment Debtor

____
Address

____
Phone